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Fitted for the Use of

<i>Attorneys,</i>	{	<i>Merchants,</i>
<i>Ecclesiastical-</i>		<i>Sollicitors,</i>
<i>Persons,</i>		<i>Owners of Ships,</i>
<i>Scriveners,</i>		<i>Mariners ;</i>

And generally for all Persons concerned
in Trade and Commerce.

Being the most Compleat Collection of its Bulk
and Nature hitherto Extant.

The Second Edition, Revised and Enlarged.

L O N D O N : Printed for R. V. and Sold
by R. Gosling, at the Mitre, over-against
Chancery-Lane ; and J. Pemberton, at the
Golden Buck, over-against St. Dunstan's Church,
both in Fleetstreet. 1709.

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Rec. Dec 7, 1904

TO THE
READER.

Great Advantages and
Improvements Clerk-
ship hath received
from the Press, by the Ad-
ditional Supplies of those Pre-
cedents, which when made
Pub-

The Epistle.

Publick to the Practiser, become both of delight and use to him, but otherwise would have been buried in Oblivion, and useless to Mankind. And this I presume will not be denyed by any but the old Saturnine Tribe, who, because they have gain'd some small Experience by more than fifty Years Acquaintance with Rastall's Entries, and West's Precedents, have taken occasion to damn all other Collections of those Kinds ever since.

To

The Epistle.

*To convince therefore these
Satyristes against the Industry
of Modern Performances, We
have published this Collection,
(as it were a Specimen to shew
what might have been done by
a greater) consisting of Prece-
dents fitted for the use of At-
torneys, Sollicitors and Scri-
veners: Also Instruments,
Ecclesiastical, Charterparties,
and others relating to Mer-
chants, Factors, and Mari-
ners. Being of singular Use
to*

The Epistle.

*to the Practisers within named,
as will appear to the Reader up-
on his perusal thereof.*

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Acquittances.

*An Acquittance for a Sum of Money paid in full of
the Testators Estate after Debts and Legacies
paid.*

K Now all men by these Presents, That we S. L. of,
&c. and E. his Wife, the Daughter of S. L. and N.
&c. Have received and had, the day of the date hereof,
and from W. P. of, &c. the surviving Executor of the
last Will and Testament of the said E. P. Deceased, and
and from E. L. Executrix of the last Will and Testa-
ment of the said S. L. deceased, who was the other Exe-
cutor of the last Will and Testament of the said E. P. De-
ceased the sum of, &c. of lawful Money of *England*, being
the Money which remaineth in the hands of the said
W. P. and E. L. of the Estate of the said E. P. after her
debts and Legacies and Funeral charges were paid and dis-
charged, and which the said E. P. did give and bequeath
unto the said E. her Grandchild in and by her last Will
and Testament aforesaid, of and for which said sum of, &c.
by us received, we do acknowledg our selves to be fully
satisfied, and therefore, as well of and from the same and
every part and parcel thereof, as of, from and concerning
all Bedding and other Goods, and all other Legacies and
bequests whatsoever by the said E. P. given and bequeath-
ed unto me the said E. her Grandchild, in and by her last
Will and Testament aforesaid, and all Claims and Demands
whatsoever, for, touching or concerning the same, we the
said S. L. and E. his Wife, do fully and clearly Acquir-
e, Release, Exonerate, and Discharge the said W. P. and S. L.
and either of them, their and either of their Executors,
Administrators, and every of them for ever, by these Pre-
sents. *In Witness, &c.*

Acquittances.

An Acquittance for a Legacy given to be paid at a certain time.

K Now all men by these Presents, That I M. W. of, &c. late the Wife of, &c. Have the day of the date hereof, being within six Months next after the Decease of the said J. W. Received and had, of and from E. H. of, &c. Widow, late Wife of R. H. of, &c. Executor of the last Will and Testament of, &c. the sum of, &c. of Lawful Money of *England*, which was given and bequeathed unto me the said M. W. in and by the said last Will and Testament aforesaid, and thereby appointed to be paid unto me within six Months next after the Decease of my said Husband, of and from which said sum of, &c. so by me received, I acknowledge to be fully satisfied, contented, and paid, and therefore do Release, Exonerate, Acquit and Discharge the said E. H. her Executors and Administrators by these Presents. *In Witness, &c.*

An Acquittance for a sum of Money with acknowledgment that the same shall be in part of his Portion.

K Now all men by these Presents, That I W. C. of, &c. one of the Sons of R. C. of, &c. have heretofore received and had, and from my said Father, for, and towards my Portion, Preferment and Advancement, the full sum of, &c. which was disbursed to procure me the Office of one of the Kings Majesties Waiters, &c. of and for which said sum of, &c. so by me received, I, the said W. C. do acknowledge my self fully satisfied, and that the same for as much as it shall be in part of such Right, Interest, part and portion and Advancement, as I, the said W. C. shall or may claim, challenge or demand out of the personal Estate of my said Father by and according to the Custom of the City of *London*, or otherwise howsoever. *In Witness, &c.*

Acquittances.

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An Acquittance for a Debt due upon Bill, where the Bill is casually lost.

Whereas J. H. by his Writing or Bill Obligatory bearing date, &c. last past, before the date hereof, became bound unto H. B. Wife of H. B. of, &c. for payment of the sum of, &c. on a certain day now since past. And whereas the said J. H. hath satisfied and paid unto the said H. B. his Wife, the sum of, &c. the Receipt whereof, he the said H. doth hereby acknowledge, and for that the said Bill or Writing Obligatory is casually lost, and by means thereof cannot be delivered to be cancelled to the said J. as the same ought to be, therefore he, the said H. H. doth for himself, his Heirs, Executors and Administrators and every of them, clearly acquit and discharge the said John his Executors and Administrators of and from the said Writing or Bill Obligatory, and of and from all other Writings and Bills Obligatory made by and from the said J. H. to the said H. for payment of the said sum of, &c. or any other such like sum, of and from all Actions, Suits and Demands whatsoever concerning the same, *In Witness,* &c.

An Acquittance in part of a certain Legacy.

Be it known, &c. That I M. G. one of the Daughters of P. H. late of, &c. deceased, have received and had, the day of the date hereof of A. H. of, &c. Executor of the last Will and Testament of the said P. the sum of, &c. in part of payment of such Parr, Portion, Gift, Bequest and sum of Money which is or shall be payable or belonging to me the said M. by and after the decease of my said Father, by force and virtue of the last Will and Testament aforesaid, or by, or according to the Custom of the City of London or otherwise howsoever. *In Witness,* &c.

Acquittances.

An Acquittance for a sum of Money payable upon a proviso or condition in an Indenture.

Memozand. That I H. R. of, &c. late the Husband of the within named E. W. have the day and year above-written being within three Months next after the decease of the said R. received and had of and from the within-named J. H. the sum of, &c. of lawful Money of England, according to the tenure and true meaning of our Agreements and proviso within mentioned and contained, made in this behalf, at and for which said sum of, &c. so by me received, I acknowledge my self fully satisfied according to this Indenture, and of and from the same, do hereby clearly acquit and discharge and promise to discharge the said J. his Executors and Administrators and every of them for ever, against all persons whatsoever. *In Witness, &c.*

An Acquittance for all sums of Money and other things of the Relessor or which have come to the hands of the Relessee and have not been accounted for.

Know, &c. That I E. F. of, &c. Have received and had at and before the sealing hereof, of and from W. H. all such sum and sums of Money and other things whatsoever which the said W. H. or his Assigns hath or have at any time heretofore received, or which are come to the hands of the said W. H. or of any other by his order or appointment of the Moneys, Goods, or Chattels of me the said E. or of my late Husband, and therefore of and for the same and every part thereof, and of and from all Actions, Suits, Debts, Accountts, Reckonings and demands whatsoever, from the beginning of the World until the day of the date hereof, I do clearly acquit, Release and Discharge the said W. H. his Executors, Administrators and Assigns and every of them for ever by these Presents. *In Witness, &c.*

Acquittances.

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An Acquittance upon Discompt of Money due at a day to come.

K Now all men, &c. That I M. K. &c. have received and had, the day of the date hereof, of and from J. K. of, &c. the sum of, &c. of lawful Money of England, in full discharge and satisfaction of a Bond entred into by him the said J. L. to me the said M. L. bearing date the, &c. last before the date hereof, and of the sum of, &c. mentioned in the Bond thereof, which said Bond I have delivered up to him to be cancelled. *In Witness, &c.*

An Acquittance for a Legacy by an Executor.

K Now all men, &c. That I E. H. of, &c. one of the Executors named in the last Will and Testament of C. H. late of, &c. aforesaid, my late Husband deceased, have received and had, the day of the date hereof, at and before the enscaling and delivery of these presents of and from J. M. of, &c. the sum of, &c. of lawful Money of England, due and owing from him the said J. M. to the said C. H. in his life-time, and which is mentioned to be given to me by the said last Will and Testament of the said C. H. for which said sum of, &c. so by me received, I do by these presents Release, Acquit and discharge the said J. M. his Executors and Administrators, and every of them by these presents. *In Witness, &c.*

An Acquittance for Money for the purchase of Lands.

K Now all men by these presents, That I W. B. of, &c. have received and had, the day of the date hereof, of and from J. R. of, &c. the sum of, &c. of lawful Money of England, contained in one pair of Indentures of Sale bearing

ing date, &c. made between the said, &c. of the one part, and, &c. of the other part, and in full and clear payment of, and for the Purchase of certain Lands, Tenements, and Hereditaments in, &c. in the said Indentures mentioned, sold by the said *W. B.* to the said *J. R.* of, and for which said sum of, &c. so by me received, I acknowledge myself fully satisfied, and thereof, and of every part and parcel thereof do Acquit, Exonerate and discharge the said *J. R.* his Executors, Administrators and every of them, by these presents. *In Witness, &c.*

An Acquittance for Money upon a Mortgage.

These presents witness, that I *W. C.* of, &c. do acknowledge to have had and received on or before the day of the date hereof, and before the sealing and delivery of these presents, of and from *M. L.* of, &c. the sum of, &c. of Lawful Money of *England*, being the consideration Money mentioned and expressed to be paid to me the said *M. H.* in and by one Indenture or Deed Indented of Mortgage, bearing date the day of the date hereof made between me the said *W.* of the one part, and, &c. of the other part, and therefore I do release, acquit and discharge the said *M. H.* his Executors and Administrators and every of them, of and from the sum of, &c. and every part and parcel thereof for ever by these presents. *In Witness, &c.*

An Acquittance for a sum of Money left in the hands of the Relessee, and for Interest and benefit thereby accrued.

Whereas there was given and bequeathed unto *J. P.* Wife of *R. P.* in and by the last Will and Testament of *T. A.* the sum of, &c. which afterwards came to the hands of *S. R.* which he, according to the trust in him reposed hath impleyed and increased to the sum of, &c. *Now know*
all

Acquittances.

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all men by these presents, That we, the said J. P. and T. K. have before the sealing and delivery thereof, received and had of and from the said S. R. the sum of, &c. more, for the increase thereof, in full payment, satisfaction and discharge, as well of and for the portion of the said E. or which was left in the hands of the said S. R. as aforesaid or accrewing unto us, or either of us by the said last Will and Testament, or otherwise whatsoever, as also for all benefit or advantage thereby arising or accrewing, and therefore as well of and for the same sum and sums of Money aforesaid, as of and from all Legacies, Gifts and bequests, and of and from all Actions, Suits, Debts, Accounts and Demands which against the said T. R. I had or now have. *In Witness, &c.*

A general Acquittance given to a Legatee.

K Now all men, &c. That I E. P. have according to the last Will and Testament of E. F. and in full performance of the same towards me the said E. received and had, of and from T. A. the Executor of A. W. the sum of, &c. in full payment, satisfaction and discharge of such sum and sums of Money, gifts, and all my part, right and demand, of, and in the sum of, &c. which was given unto me, in and by the said last Will, and in full payment, satisfaction and discharge of all such sum and sums of Money Gifts, Legacies, Bequests and Demands whatsoever, which were heretofore given and bequeathed, or left or belonging unto me, either by or out of the Estate of the said E. F. or otherwise howsoever; And therefore as well of and from all Interests, Claims, Challenges, Legacies and Demands, whatever, which against the said T. A. ever I had, now have, or in time to come can, shall, or may have or claim for any other matter, cause or thing whatsoever from the beginning of the World until the day of the date hereof, I the said E. P. do remise, release, and discharge the said T. A. his Executors and Administrators, and every of them for ever by these presents. *In Witness, &c.*

Affidavit.

*The form of an Affidavit in an Ejectment to move
for Judgment against the casual Ejector.*

<p>Int' Will. Saunders Quer.) Et Christopherum Kettlewell Def.</p>	}	<p>De Terris & tenementis in Ware in Com. Hertf. ex dimissione Johannis Lee.</p>
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of &c.

Thomas Smith maketh Oath, That he, this Deponent on *Wednesday* the thirteenth day of *December* last past, did deliver unto *John Dorman*, Tenant in possession of the Premises in question, a true Copy of the annexed Declaration with an Indorsement or superscription thereupon to this effect, (*viz.*) *John Dorman*. You may perceive by this Declaration that I am sued as casual Ejector for the Lands and Tenements within specified in your possession (whereunto I claim no title.) I do therefore hereby give you timely notice, That unless you appear and defend your Title this next *Hilary* Term, I shall suffer Judgment to pass against me by default, whereby you will be turned out of possession, Your loving friend, *Chr. Kettlewell*. *December 12. 1679.* Which said Indorsement or superscription this Deponent did then read to the said *John Dorman* and acquainted him with the contents thereof, and wished him to make defence accordingly.

Note that it is good service to deliver the Copy to the Wife, or menial Servant of the Tenant in possession, and then it varies. If to the Wife, thus (*viz.*) did deliver unto *Anne* the Wife (or if the Servant thus) To *Roger Wil-*

son

Affidavit.

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hired servant of John Dorman, &c. and desired her to acquaint her Husband therewith, or him to acquaint his Master therewith (and Note) It will not be amiss at the end of the Affidavit to insert what answer they give.

If there be two Tenants, then say, did deliver one Copy of the annexed Declaration to A. B. Tenant in possession of parcel of the Premises in question, and another Copy thereof to C. D. Tenant in possession of the residue of the Premises in question, upon which said several Copies was subscribed or indorsed to this effect, as before, only altering these words, where it is said in your possession, say part thereof being in your possession; then conclude thus, Which said several superscriptions or Indorsements he this Deponent did read to the said several Tenants in possession and wished them to make defence accordingly.

If more Tenants, then thus, I did deliver one Copy of the annexed Declaration to A. B. Tenant in possession of parcel of the Premises, and did also deliver to C. D. Tenant in possession of other parcel of the Premises one other Copy of the same Declaration, and did also deliver to E. F. Tenant in possession of other parcel of the Premises one other Copy of the same Declaration; and if delivered on several days, then say, And this Deponent further maketh Oath, That he this Deponent on *Thursday* the 14th day of *December* last past did deliver to G. H. Tenant in possession of other parcel of the Premises, one other Copy of the same Declaration. And did then likewise deliver to J. K. Tenant in possession of the residue of the Premises in the said Declaration mentioned one other Copy of the same Declaration. Then conclude, Which said several and respective Superscriptions or Indorsements, he this Deponent did read to the aforesaid several and respective Tenants in possession, and acquainted them with the Contents thereof, and wished them to make defence accordingly (or to acquaint their Landlord therewith as the case requires.)

To

Affidabit.

An Affidavit of the due Execution of a Fine to be written under the Caption, and sworn before a Judge.

John Fairclough, Gent. (One of the Commissioners in the Writ of *Dedimus Potestatem* named) maketh Oath, That this Fine was duly executed and the Cognizors of full age.

If a Feme Covert be one of the Cognizors, then add these words at the end. And the Feme Covert being secretly and apart examined, willingly consented.

An Affidavit to alter the Venue in Assault.

Int. Wills Danvers Quer.

Et

Rich. Lee Def.

de plac' transg' & insult

The Defendant maketh Oath, That the Assault bearing, wounding, and evil intreating in this Declaration mentioned, if any such were by him done and committed, the same were done and committed in the County of *Kent* and not in *London* or elsewhere out of the said County of *Kent*.

Note that this Affidavit is usually written in the Margin of the Declaration, whereupon the motion is made by Counsel to alter the Venue. And that such motion must be made before the Rules to plead be out.

The

The like in case upon promise or Assumpsit.

The Defendant maketh Oath, That the promise and Assumption in this Declaration mentioned if any such were by him made, the same were made in the County of Kent and not in London, or elsewhere out of the said County of Kent.

The like in Case for Words.

The Defendant maketh Oath, That the words in this Declaration mentioned, if any such were spoken by this Defendant, the same were spoken in the County of Kent, and not in London, or elsewhere out of the said County of Kent.

The like in Trespass.

The Defendant maketh Oath, That the Trespass in this Declaration mentioned if any such was done and committed by this Defendant, the same was done and committed in the County of Kent, and not in London or elsewhere out of the said County of Kent.

An Affidavit to gain farther Imparllance where the Declaration is not delivered to the Defendants Attorney or Agent till upon or after the Essoyn day.

William Gould maketh Oath, That he received this Declaration (or a Declaration, whereof this is a Copy) the 20th day of January last past and not before.

Note

Note that this is usually written in the Margin; And Impar lance granted, if the action laid in the Country, or in *London*, longer time given to plead as the case requires. And that this motion is sometimes made in the Treasury or at side Barr.

A Certificate that a person hath taken the Sacrament according to the Act.

WE *A. B.* Clerk and Minister of the Parish and Parish Church of *C.* and *E. F.* and *G. H.* Churchwardens of the same Parish and Parish Church do hereby certify, That *J. K.* Gent. upon the Lords-day commonly called Sunday, the second day of *March* Instant, immediately after Divine Service and Sermon, did in the Parish Church aforesaid receive the Sacrament of the Lord's Supper, according to the usage of the Church of *England*. In Witness whereof We have hereunto subscribed our hands the 10th day of *March*, 1679.

Andrew Burton, Minister of the Parish and Parish Church of *C.*

Edward Freeman } Churchwardens of the said
George Hunt. } Parish Church.

An Affidavit upon the precedent Certificate.

E. *F.* of *C.* in the County of *S.* Gent. and *G. H.* of the same Town and County Yeoman, do severally make Oath that they do know *John Kems*, Gent. in the above-written Certificate named, and who now present hath delivered the same into this Court: And do further severally make Oath that they did see the said *John Kems* receive the Sacrament of the Lord's Supper in the Parish Church

And church of C. in the said Certificate mentioned, and upon the day, and at the time in the said Certificate in that behalf certified and expressed, and that they did see the Certificate above-written subscribed by the said John Keins. And further the said E. F. and G. H. do say upon their respective Oaths that all other matters or things in the said Certificate recited, mentioned or expressed, are true, as they verily believe.

E. F.

G. H.

An Affidavit of the Service of a Subpcena ad respondendum.

Arthur Godden, Plaintiff.

Thomas Rye and John Colsford, Def.

A. B. maketh Oath, That the thirteenth day of this Instant Month of October, Anno Domini 1679. He shewed unto the said Defendant Rye a Subpcena under the Seal of this Court, and then delivered unto him the Label thereof, and on the next day after, being the one and thirtieth day of October Instant, 1679. He, this Deponent left the body of the Subpcena under Seal at the dwelling house of the said Defendant Colsford in the Parish of Stepney in the County of Middlesex, with the Wife of the said Colsford. Which said Subpcena and Label were to them, the said Rye and Colsford directed, to appear in this Court on the eight and twentieth day of November next, to answer the Bill of Complaint of the said Arthur Godden Compl't.

An

An Affidavit for Burying in Woollen

A. B. of the Parish of St. Andrew Holborn in the County of Middlesex, Gent. maketh Oath, That C. D. of the said Parish and County lately Deceased, was not put in, wrapped or wound up, or buried in any shift, shift, sheet or shroud made or mingled with Flax, Hemp, Silk, Hair, Gold, Silver or other than what is made of sheeps wool only: Nor in any Coffin lined or faced with any Cloth, Stuff, or any other thing whatsoever made or mingled with Flax, Hemp, Silk, Hair, Gold, or Silver, or any other material contrary to the late Act of Parliament for burying in Woollen only. Dated the third day of August, in the one and thirtieth year of our Sovereign Lord, Charles the Second, King of England, Scotland, France and Ireland, Defender of the Faith, and in the year of our Lord God, 1679.

Sealed and subscribed by us who were present, and Witnesses to the swearing of the abovesaid Affidavit.

A Certificate from the Justice of Peace before whom the Affidavit was made, to be thereunto annexed.

I A. B. One of his Majesty's Justices of the Peace for the County aforesaid do hereby certify that the day and year aforesaid the said A. B. came before me, and made such Affidavit as is above mentioned according to the late Act of Parliament, Entituled, An Act for burying in Woollen. Witness my hand, the day and year above written.

*Affidavit before a Master in Chancery that
Lands are free from Incumbrances.*

R. B. &c. aged twenty two years or thereabouts, maketh Oath, That the Lands and Tenements with appurtenances situate in, &c. which he, the Deponent on this day granted and demised unto E.D. of, &c. for the security of One hundred Pounds of lawful Money of England with Interest, are the day of the date hereof, free and clear of and from all, and all manner of former, and other Reversions, Sales, Gifts, Grants, Leases, Mortgages, Joyntures, Powers, Thirds, Settlements, Wills, Entayles, Fines, Forfeitures, Amerciaments, Statutes, Judgments, Recognizances, Executions, Probates, Wills, Entayles, Titles, Troubles, Charges, and Incumbrances whatsoever, had, made, committed, done or suffered by him this Deponent or by any other person or persons to his knowledge or with his privy or consent otherwise than which is excepted in the said indenture of Mortgage therefore made. And this Deponent further saith, that he conceives and verily believes that the said Lands and Tenements aforementioned so by him now Mortgaged as aforesaid, are now of the clear year-value of, &c. *per Annum.*

The form of an Affidavit of not having Writings.

To be underwritten to the Bill, or to be annexed to it.

Inter A. & B. Quer. & C. C. Defend.

THE Complainant J. M. maketh Oath that neither he nor any other person or persons whatsoever to his knowledge have or hath any of the Deeds, Writings or Evidences concerning the Land and Premises in this Bill mentioned, or in his or their custody, nor knows where the same are, unless they be in the Custody of the Defendant.

J. M. Jurat.

The

*The Form of an Affidavit that he cannot answer
without Conference with other Persons.*

Inter A. B. Quer. & C. D. Defend.

THIS Defendant maketh Oath that the Plaintiff this Term having exhibited his Bill against this Defendant and several others which by the Copy thereof taken by this Defendant appears to be Filed the fourth Instant and that this Deponent having appeared thereunto and taken a Copy thereof, finds and is advised that he cannot put in a perfect answer to the said Bill if it shall be necessary for him to answer without Conference had with several persons who live—who are concerned in the matters in question, and are made Defendants to the same Bill, which to have an account, &c.

Affidavit of a Pauper.

Inter A. B. Quer. & C. D. Defendant.

THE Complainant maketh Oath, That his Debts being paid, his Wearing Apparel excepted, and besides the matter in question he is not worth 5 l.

*The Form of an Affidavit upon serving a Subpoena
for Costs.*

R, N. maketh Oath, That on, &c. he this Defendant served the Plaintiff with a Subpoena issued forth of this Honourable Court by delivering the same under Seal of this Court into the Complainant's hands, which said Subpoena

was

was for the Plaintiffs payment of forty six Shillings eight
Costs unto the said Defendant, or to this Deponent Bearer
of the said *Subpoena*, and this Deponent did then demand
the same Costs afore said of the Complainant, but he refus-
ed to pay the same, neither is the same yet paid to this
Defendant, or any other for his use to this Deponents
knowledge.

R. N. Jurat.

Annuities.

*A Bargain and Sale to be paid the Bargainor an An-
nuity during his Life, and in case it be not paid,
then the Deed to be void, or else to enure to the
Bargainor.*

This Indenture made the, &c. between S. R. of, &c. of
the one part and R. R. of, &c. of the other part,
Witnesseth, That the said S. R. for, and in consideration
of the yearly payment of forty eight pounds of lawful
Money of England, to be paid to him during his natural
life by the said R. H. Monthly, by equal payments, as is
here under-mentioned, and for the sum of five shillings of
lawful Money to him the said S. by the said R. R. at
the sealing of the said presents paid, the receipt whereof
the said S. hereby acknowledgeth, and for other good
causes and considerations him the said S. thereunto moving,
 hath granted, bargained, sold, aliened and confirmed and
 by these presents doth grant, bargain, sell, alien, and con-
 firm unto the said R. R. his Heirs and Assigns all that the
 moiety or half-part of him the said S. R. of all that Messu-
 age or Tenement used for an Inn, called or known by
 the name or sign of, &c. or by whatsoever other name or
 names

names the same is called, and of the Barns, Stables, out-Houses, Hereditaments, and appurtenances thereunto belonging, and of all that parcel of Arable Land or Pasture-ground with the Appurtenances, known by the name of, &c. or by whatsoever name the same is called, containing by estimation, &c. and the Reversion and Reversions, Remainder and Remainders of the said bargained Premises, and all the Estate, Right, Title, and Interest of him, the said S. R. his Heirs and Assigns, of, in and to the same expectant upon the death of the said S. to have and to hold the said bargained Premises and every part thereof, with the appurtenances, unto the said R. R. his Heirs and Assigns from and after the decease of the said R. for and to the only proper use and behoof of him, the said R. K. his Heirs and Assigns for ever. And the said S. K. and his Heirs the said premises, &c. unto the said R. K. his Heirs and Assigns, shall and will warrant and defend for ever by these presents. And also the said S. R. for himself, his Heirs, Executors and Administrators and Assigns, doth Covenant and grant, to and with the said R. K. his Heirs and Assigns by these presents in manner and form following (that is to say) That he the said S. on the day of the date hereof, and at the sealing and delivery of these presents, for, and notwithstanding any Writing or Writings, Act or thing committed or done to the contrary, is and standeth Lawfully seized of the said bargained premises and of every part thereof, of a good sure and lawful estate of Inheritance in Fee-simple without any condition or limitation of use or uses, to alter change or determine the same, and that he, the said S. for, and notwithstanding any such act or thing, hath in himself good, right and lawful power to grant, bargain and sell the said bargained premises with the appurtenances unto the said R. K. his Heirs and Assigns in manner and form aforesaid. And that he, the said R. his Heirs and Assigns from, and after the death and decease of him, the said S. shall or may lawfully, peaceably and quietly have, hold, possess and for ever enjoy the said bargained premises with the appurtenances without the least denial eviction or interruption

interruption of the Heirs or Assigns of the said S. in any
 wife : freed and discharged of and from all and all manner
 of former and other Bargains, Sales, Gifts, Grants, Leases,
 Estates, Titles, Troubles, Charges and Incumbrances what-
 soever, done or to be done, by the said R. in any wife. **And**
moreover the said S. R. for himself, his Heirs, Executors,
 Administrators and Assigns, doth Covenant and grant, to
 and with the said R. R. his Heirs and Assigns by these
 presents, That he, the said S. his Heirs and Assigns, shall
 and will at all or any time or times hereafter, upon the rea-
 sonable notice and request, and at the costs and charges in the
 Law of the said R. K. his Heirs and Assigns, make, do, and
 execute all and every such further and other lawful and
 reasonable Act and Acts for the better and further assuring
 and conveying of the said bargained Premises in reversion
 as aforesaid, unto the said R. K. his Heirs or Assigns, as he
 the said R. his Heirs or Assigns, or his or their Council
 learned in the Law, shall reasonably devise or require. **All**
which said further assurances and Conveyances shall be and
 shall be in the Law be deemed and taken, to be, and
 shall be, for, and to the use and behoof of the said R. K. his
 Heirs and Assigns. **Provided always**, nevertheless, and
 upon condition, that if the said R. K. his Heirs, Executors,
 Administrators or Assigns, shall not well and truly pay or
 cause to be paid to the said S. R. his Heirs or Assigns, at or
 within the now dwelling of, &c. situate in, &c. the said year-
 ly payment of, &c. Monthly, upon the first day of every
 month, commonly called *December, January, February, &c.*
 within the days next after the first day of every of the
 said Months, by even and equal portions, being there law-
 fully demanded, for, and during the natural life of him,
 the said S. whereof the first payment to begin and be made
 on the first day of, &c. next ensuing or within seven days
 next after, if he, the said S. shall be then alive, Then, and
 from thenceforth these presents, and all and every further
 and other Assurances and Conveyances to be made of the
 Premises, shall be utterly void and of none effect, or shall
 and endure for, and to the use and behoof of the said R.
 his

his Heirs and Assigns, any thing aforesaid to the contrary thereof in any wise notwithstanding. And the said R. K. for himself, his Heirs, Executors, Administrators and Assigns, doth Covenant and grant to, and with him the said S. R. by these presents, That he, the said R. his Heirs, Executors or Assigns shall and will well and truly pay or cause to be paid unto the said S. the said yearly sum of, &c. Monthly, as aforesaid, during the natural life of him the said S. Provided always nevertheless, and upon this condition, that if the said S. R. hath at any time or times heretofore charged or incumbered, or shall at any time or times hereafter charge or incumber the Reversion or Reversions of the said bargained Premises or any part thereof in title or otherwise, except only one Recognizance in the nature of a Statute Staple, bearing date, &c. last past before the date of these presents of the penalty of 500 l. entered into by the said S. unto one T. R. of, &c. Or if he the said S. shall not always continue the proper and immediate Receipt of the said yearly payment of, &c. and reserve and keep the same for, or towards his own maintenance and livelihood or the maintenance and livelihood of his Wife and Children if he shall have any, or if the said yearly payment or any part thereof shall be seized or taken in execution for any debt or debt owing or to be owing by him, the said S. or for any Trespass or Trespases or other matter or thing done or to be done by him or his appointment, then and from thenceforth in any of the said cases the yearly payment of, &c. or any part thereof shall cease, determine and be no longer paid. Any thing aforesaid to the contrary thereof in any wise notwithstanding. **And furthermore,** the said S. R. for himself and his Assigns doth Covenant and grant to, and with the said R. K. his Heirs and Assigns by these presents, That he, the said S. his Heirs and Assigns during his said life shall and will maintain, sustain and keep, or cause to be maintained, sustained and kept the said bargained Premises in Tenantable and sufficient repair. And the Heirs, Executors or Administrators of him, the said

at all time and times from, and after his Decease, shall and will save and keep harmless the said bargained Premises and every part thereof from, and against the Recognizance, Statute-Saple and all extents and executions to be brought or made thereupon. **And lastly** it is Provided, Conditioned and Agreed that if the said S. at any time during his life shall make default in maintaining, sustaining and repairing the said bargained Premises or any part thereof contrary to the meaning of these Presents, then and in such case it shall and may be lawful to, and for the said R. K. his Heirs and Assigns to repair and amend and make Tenurable the said Premises out of and by one Moiety of the said yearly payment of, &c. or out of or by such part of the said Moiety as shall be sufficient for the doing thereof, any thing aforesaid to the contrary thereof in any wise notwithstanding. **In Witness, &c.** Two Bonds to perform Covenants of two hundred pounds apiece.

A Deed of Annuity.

This Indenture made the, &c. *Anno Dom.* 1676. And in the, &c. between J. P. of, &c. of the one part and W. P. and M. his Wife of the other part. **Whereas** R. B. and by his last Will and Testament in writing under his Hand and Seal bearing date the, &c. did demise unto the said J. P. by the name of J. P. of, &c. and R. L. of, &c. and their Heirs. All his Messuages, Lands and Tenements, &c. in the Parish of, &c. upon Trust and Confidence that the said J. P. and R. L. and their Heirs should grant an Annuity or Rent of Forty pounds a year unto his relations the said B. P. the Wife of the said D. W. by the name of B. P. the Wife of J. P. of, &c. twenty pounds for, and during the term of her natural life, and to N. H. the Wife of J. H. in the, &c. *Grocer*, one other Annuity of twenty pounds a year for, and during the term of her natural life with several clauses of distress; to be paid unto them severally and respectively at the Feasts of, &c. the first payment to begin and be made at which of the said Feasts

shall first happen after the Death of him, the said R. B. **And**
whereas (the said R. L. being deceased) the said R. B. did
 afterwards by his Codicil in writing under his hand and
 seal bearing date the, &c. give unto the said P. and his
 Heirs all those his said Lands and Tenements in the Parish
 of, &c. upon the said Trust, and to the said purposes and
 intentions as are mentioned in the said Will, as by the said
 recited Will and Codicil thereunto annexed sithence pro-
 ved in the Prerogative Court (amongst other Trusts and
 things in them respectively contained) whereunto relation
 being respectively had may more at large appear. **Now**
this Indenture witnesseth, That the said J. P. in pursu-
 ance of the said Will, and performance of the trust in him
 reposed hath granted and confirmed and by these Presents
 doth grant and confirm unto the said B. P. and her Assigns
 one Annuity or yearly rent of twenty pounds of lawful
 Money of *England* to be issuing and going out of all those,
 the said Messuages, Lands and Tenements with the appur-
 tenances situate and being in, &c. or elsewhere, devised un-
 to him, the said J. P. by the aforesaid R. B. in and by the
 said recited last Will and Testament and Codicil thereunto
 annexed of him the said R. B. as aforesaid. **To have,** hold,
 perceive, take and enjoy the said Annuity or yearly rent
 of twenty pounds unto the said B. P. and to her Assigns
 for, and during the natural life of her, the said B. at two
 Feasts in the year, (that is to say) at the Feast of, &c. by
 even and equal portions, the first payment thereof to be-
 gin and be made upon the, &c. now next ensuing, and the
 other payment thereof on the, &c. then after. And if it shall
 happen, the said yearly rent or Annual payment of twenty
 pounds to be behind and unpaid in part or in all by the
 space of twenty days next after, either of the said Feast-
 days or days of payment on which the same ought to be
 paid as aforesaid, being lawfully demanded, That then, and
 so often it shall and may be lawful to, and for the said B. P.
 and her Assigns for the said yearly Rent or Annuity, and
 the Arrearages thereof so happening to be behind and un-
 paid as aforesaid, into all and singular the Messuages, Lands
 and

Apprentiships.

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and Tenements and all other the premisses with the Appurtenances, or into any part or parcel thereof, to enter and distrein, and the distreis and distresses there so taken, to bear, lead, drive, carry away, detain and keep until the said yearly Rent or Annuity and the Arrearages of the same if any shall be due to the said B. P. and her Assigns be fully satisfied and paid. *In Witness, &c.*

Apprentiships.

An Indenture for binding an Apprentice.

This Indenture witnesseth, That A. B. Son of A. B. of, &c. Doth with the consent of his said Father, testified by his being a party thereto, and by his sealing and delivering of these presents, put himself Apprentice unto E. E. of, &c. to serve with him after the manner of an Apprentice from the day of the date hereof until the full end and term of seven years from thence next ensuing, and fully to be compleat and ended, to learn the Art, Trade or Mystery of, &c. during which said Term the said Apprentice his Master faithfully shall serve, his secrets keep, his lawful commands willingly do; he shall do no damage to his said Master, nor see to be done of others, but that he to his power shall forthwith give warning to his Master of the same; he shall not waste the goods of his said Master, nor lend them unlawfully to any; he shall not commit Fornication or contract Matrimony within the said Term; he shall not play at Cards, Dice, Tables, or any other unlawful Games, whereby his said Master may sustain any loss of his own Goods or others, during the said Term, without the license or consent of his said Master; he shall neither buy or sell, he shall not haunt Play-houses, Taverns, Alehouses, nor absent himself from his said Masters service day nor night

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night unlawfully but in all things as a faithful Apprentice, he shall behave himself towards his said Master and all his during the said term. And the said Master the said Apprentice in the Art aforesaid shall teach and instruct, or cause to be taught and instructed finding and allowing unto his said Apprentice Meat, Drink, Washing, Lodging, Apparel and all other things necessary and convenient for his said Apprentice, during the said term, and for the true performance of all the said Covenants and Agreements, each of the said parties bindeth himself unto the other of them by these Presents. *In Witness, &c.*

Articles and other Writings of Agreement.

Articles between a Master and a Servant about the Management of a Farm.

Articles of Agreement, indented, made, concluded and agreed upon the, &c. Between S. T. of, &c. of the one part, and F. S. of, &c. of the other part, as followeth, viz,

I*mprimis*, Whereas the said S. T. hath agreed with and hired the said F. S. to be his Servant or Agent for the well ordering, improving and managing for the best and most profit and advantage of the said S. T. in good Husbandlike manner as herein after is mentioned, of all that Farm, Messuage or Tenement, Barns, Stables, out-Houses, Lands, Meadows and Pasture-ground with the Appurtenances

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Articles and Writings of Agreement. 25

nces thereunto belonging, now in the tenure or occu-
tion of the said T. S. situate, lying and being in, &c. and
commonly called or known by the name of, &c. for the
term of one year from the Feast-day of, &c. next coming
after the date hereof, and so from year to year afterwards
and during the term of two years more, if he, the said
shall think fit to entertain the said F. in his said service
and not otherwise at, and for the yearly salary or wages of
fifty pounds of lawful Money of England, *per Annum*,
payable quarterly, as herein after is mentioned. And also,
whereas the said S. T. hath Leased and to Farm-letten unto
the said F. S. the Stock of Cattel hereafter mentioned to be
fed and pastured upon the said Farm as herein after is ex-
pressed for one whole year to be accompted from the said
Feast of, &c. and so from year to year afterwards for and
during the term of two years more, if the said S. shall
chuse to let the same, and not otherwise, (*viz.*) twenty
Cows, at and for the Rent of fifty seven Shillings *per Annum*
for each, and several Cows, whereof thirty two are to be
delivered to the said F. at *Michaelmas* next, and eleven more,
the residue of the said forty three Cows between *Michaelmas*
and *Lady-day* next, and also 120 Ewes at and for the Rent
of 6 s. 8 d. for each several score of the number of Ewes
aforesaid *per Annum*, which several Rents for the Stock of
Cattel aforesaid after the several Rates aforesaid amounting
together to the sum of 156 l. and 2 s. he, the said F. S. hath
agreed to pay on the four Quarter-days in the year hereafter
mentioned (That is to say, the Feasts of, &c. by even and
equal portions, and hath also granted unto the said F. S. free
liberty to keep in the said Yards of the said F. twenty Swine
well wrung and yoked, with a convenient number of Poul-
try, allowing unto the said S. T. twelve good Capons eve-
ry year. Now it is thereupon Covenanted, Granted, Con-
firmed and agreed, by and between the said parties to these
presents, for themselves, their Executors, Administrators
and Assigns, by these presents, in manner and form follow-
ing, that is to say, The said F. S. for himself, his Execu-
tors, Administrators and Assigns doth Covenant, grant and
agree

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agree to, and with the said S.T. his Executors and Administrators by these presents. That he, the said F.S. shall and will at his and their own proper costs and charges in good Husband-like manner, and at seasonable times in the year, from time to time, during so long as he shall continue in the said service of the said S. well and sufficiently Plow and keep in Tillage the number of 150 Acres little more or less parcel of the Farm aforesaid, every year yearly, and shall and will leave fifty Acres thereof to be laid fallow every other year, and plow the same fifty Acres four times before it be sowed again, and shall sow the remaining hundred Acres at seasonable times in the year, with such Corn or Seed as the said S.T. his Executors or Assigns shall from time to time direct and appoint, and the same so sown shall in good Husband-like manner Harrow, and in like manner if need be, role the same in season: And that he the said F.S. his Servants and Assigns, shall from time to time during the term of three years, or so long thereof as he shall remain in the said service of the said S. at seasonable times in the year in good Husband-like manner reap, cut down and shock all the Corn that shall stand, grow, or be in upon the said Farm or any part thereof, and do all other things that shall be convenient for making the same fit to be Housed, and then shall fetch in and lay up the same in the Barn belonging to the Farm, and also well and sufficiently repair, maintain, keep and amend the Hedges, Fences and Inclosures of or belonging to the said Farm and Premises in, by, and with all needful and necessary reparations and amendments during the said term, and shall also will lay all the Meadows of the said Farm from Lady-day till Midsummer, or so much longer every year, during so long of the said term of three years as he shall continue in the said service of the said S. his Executors or Assigns as shall be convenient, for Hay, and shall and will also at seasonable times in the year yearly, during the said term in good and Husband-like manner mow all the said Meadows, and in like manner make up all the Hay, and fetch and carry from the said Meadow to the Yard belonging to the said Farm

Farm

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and there lay it up in a Stack or Stacks, and shall
and will lay all the Dung, Soil and Compost that shall be
made in or about the Yards and Out-houses belonging to
the said Farm and such other Dung and Soil as the said S.T.
shall buy and provide for that purpose, to, and upon such
part of the Lands and Grounds of the said Farm as the said
shall from time to time direct and appoint, and at sea-
sonable times in the year shall there spread the same toge-
ther with all Mole-hills and Dung that shall be made by
the Cattel upon the Pasture-grounds. And furthermore,
the said F. S. doth Covenant and agree to and with the said
S.T. his Executors, Administrators and Assigns that for the
better managing and performing of the business aforesaid
the said F. S. at his own proper costs and charges shall
hire, find and provide two able and sufficient Plowmen,
who shall be aiding and assisting to the said F. in perfor-
mance of all and every the work and business aforesaid to
carry out all such Corn and other things as the said S.T. shall
from time to time order and appoint either to the now
dwelling-house of the said S. in, &c. or to such other
place or places as he shall also direct and appoint, and shall
also go with the Team of the said S.T. to the High-ways
from time to time as occasion shall require, there to repair
and amend the same, and do and perform all such works
and business with the said Team as the said S. shall from
time to time order, think fit and appoint. And the said F.
for himself, his Executors, Administrators and Assigns
doth further Covenant, grant and agree to and with the said
S.T. his Executors, Administrators and Assigns by these
presents, That he, the said F. S. his Executors, or Assigns
shall and will yearly and every year during the said term,
so long thereof as it shall please the said S. to let to Farm
to the said F. the Stock and Cattel aforesaid, well and truly
pay or cause to be paid unto the said S.T. his Executors or
Assigns the said yearly rent or sum of, &c. of lawful Mo-
ney of England on the four Quarterly days of payment
hereof above mentioned by even and equal portions, and
so shall and will at his own proper costs and charges bear
and

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and pay all the Tythes that shall grow due during the said term for all the said Stock of Cattel, Cows and Ews aforesaid and shall not or will not at any time or times during the said term, feed or cause or suffer to be fed or put into upon any of the said Lands or Grounds of the said S.T. part of the Farm aforesaid any more or other Cattel than the Stock aforesaid, or than such Cattel or Horses as it shall please the said S. to let into the same; nor shall keep any more Swine upon the Farm aforesaid than the said twenty for his own use, and three Hogs for the use of the said S. all which Hogs and Swine he, the said F. S. shall and will from time to time during the said term, keep well wrung and yoked, and also that if it shall happen that the said Stock of Cattel letten as aforesaid, or the said Swine or any of them at any time during the said term, to hurt, damage, waste or spoil any of the Meadows or Corn of the said S.T. Thar then, and so often as the case shall happen, he the said F. S. his Executors or Assigns shall and will well and truly pay or cause to be paid unto the said S. T. his Executors or Assigns the full value of lawful Money of *England* of all such Corn and Grasis so hurt, damaged, spoiled or wasted as aforesaid. **In consideration** of all which Premisses he the said S. T. for himself, his Executors, Administrators and Assigns doth Covenant, Grant and Agree, to and with the said F.S. his Executors and Assigns by these presents in manner and form following, that is to say, That he, the said S.T. his Executors or Assigns shall and will well and truly pay or cause to be paid unto the said F. S. the said yearly rent, sum or fallery of thirty pounds of lawful Money of *England*, during so long of the aforesaid term of three years as he, the said F. shall continue in the said service and employment of the said S. on the said four Quarterly days herein before particularly limited and mentioned for payment of the aforesaid Rent of, &c. by even and equal portions, and also that he, the said F. shall or may for and under the said yearly Rent of, &c. and observing, performing, fulfilling, and keeping all and singular the Covenants, Grants, Articles and Agreements herein contained on his part, to

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observed, performed, done, fulfilled and kept according to the true intent and meaning of these presents, have, hold and enjoy the benefit, profit, and advantage arising from the said Stock of Cattel to his own proper use for, and during the term of one year, to be accounted from *Michaelmas* next as aforesaid, and so from year to year afterwards and during the term of two years more if he, the said *S. T.* shall not within three Months next before the end of the second year give or leave notice or warning at the Messuage belonging to the said Farm that he is minded and determined otherwise to dispose of the same. And shall or may dispasture the same Stock of Cattel together with the Horses and other Cattel of the said *S. T.* in and upon the pasture-ground belonging to his Farm aforesaid in reasonable times in the year, and feed the Milch Cows and Sheep with Hay in the Winter, together with the Horses of the said *S.* and the dry Cows only with Straw without any lett, suit, trouble, molestation or hindrance of, or by the said *S. T.* his Executors or Assigns, or any of them, or any other person or persons lawfully claiming or to claim from, or under him, them, or any of them, or by his, their, or any of their means, consent, or procurement. **Provided** always, and it is agreed by and between the said parties to these Presents, That if any of the Cows part of the said Stock of Cattel letten as aforesaid shall happen to Calve twice in one year during the continuance of the said Stock in the hands of the said *F. S.* Then and in such case, such second Calf as shall so happen to fall in one year as aforesaid, shall or may be had, received and enjoyed by the said *S. T.* his Executors or Assigns, Together with the Milk of each Cow from such her second Calving until she grow dry again without any lett, suit, denial, molestation, hindrance or interruption of or by the said *F. S.* his Executors or Assigns. **Provided** also, and it is hereby declared and agreed by, and between the said parties to these Presents, and the said *F. S.* for himself, his Executors, Administrators and Assigns doth Covenant, grant and agree to and with the said *S. T.* his Executors, Administrators and Assigns by

30 articles and writings of agreement.

by these Presents, That he, the said S. T. shall at any time or times during the said term of the first two years of the said three years take into his own hands the said Stock of Cattel so letten unto the said F. S. as aforesaid or otherwise to dispose of the same, and of such his mind or determination shall give or leave notice or warning three Months before the end of either of the said two first years at the Farm aforesaid, Then he, the said F. S. his Executors and Administrators shall and will at the end of the said three Months next after such notice or warning given or left as aforesaid, well and truly redeliver or cause to be delivered unto the said S. T. his Executors or Assigns, all and singular the Stock of Cattel aforeaid forty three Cows, one hundred and twenty Ewes to be at his disposing without any further claim, denial or hindrance of, or by him the said F. S. his Executors, Administrators or Assigns or any of them. *In Witness, &c.*

An Article to Seal a Lease.

Articles of Agreement, Indented and made, Concluded and Agreed upon the, &c. between E. G. of, &c. of the one part, and E. A. of, &c. of the other part in manner and form following. That is to say:

First, it is Covenanted and agreed by, and between the said parties to these presents. And the said E. G. for herself, her Executors and Administrators, doth hereby Covenant and agree to and with the said E. A. his Executors and Administrators, That she, the said E. G. her Executors, Administrators or Assigns as well for and in consideration of the sum of, &c. of Lawful Money of England to her in hand paid as also for, and in consideration of a Quarter Rent before deposited into the hands of the said E. G. for the Messuage or Tenement, &c. shall and will in some convenient time after the date hereof make, seal, and deliver unto, or to the use of the said E. A. his Executors or Admini-

strators

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tors at his and their Costs and Charges a good and sufficient Lease in Writing of the said Messuage or Tenement, as the same were lately in the occupation of *A. J.* and *D.* or one of them to commence from the Feast of, &c. for and during the time and term that the said *E. G.* hath in the same (except the last half year) at and under the yearly rent of, &c. to be paid by Quarterly Payments on the usual quarter-days in the year, that is to say, the Feast of, &c. every Quarters Rent to be paid beforehand on the Quarterly, and a Pepper-corn to be paid for the last Quarter, with such usual and necessary Covenants, Provisoos and Exceptions therein as are mentioned and contained in one Indenture of Lease heretofore made and granted to the said *A. J.* and *F. D.* of the same Premisses and as *M. D.* the Council of the said *E. G.* did advise, and that he, the said *E. A.* his Executors, Administrators and Assigns shall or may from the day of the date hereof, hold and enjoy the said Premisses until such Lease in writing shall be so as aforesaid made, and secured unto the said *E. A.* his Executors and Administrators at and under the Rents and Covenants herein mentioned, without any molestation or hindrance of the said *E. A.* her Executors or Administrators. And the said *E. A.* for himself, his Executors, Administrators and Assigns, doth covenant, promise, grant and agree to and with the said *E. G.* her Executors, Administrators and Assigns by these presents, That he, the said *E. A.* his Executors, Administrators and Assigns shall and will quarterly and every quarter-day, viz. on the Feast of, &c. well and truly pay or cause to be paid unto the said *E. G.* her Executors, Administrators or Assigns the Quarters rent or sum of, &c. until the said Lease in writing shall be made and tendred in manner and form aforesaid; and that he, the said *E. A.* his Executors, Administrators and Assigns shall and will at his or their own proper costs and charges when, and as often as need shall be and require, well and sufficiently repair the said Messuage or Tenement, &c. and that he, the said *E. A.* his Executors and Administrators shall and will accept such lease in writing as aforesaid and shall and will seal and in due

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due form of Law deliver to, or to the use of the said E. G. her Executors, Administrators or Assigns a Counter-part of such Lease in writing so as aforesaid to be made on the day and at the time that she, the said E. G. her Executors or the Administrators shall in manner and form aforesaid make and tender such Lease in writing, and likewise shall procure A. R. and C. D. of, &c. to be bound in the penalty of, &c. for the payment of the Rent and performance of the Covenants in the said Lease. **And further**, the said E. A. for himself, his Executors and Administrators doth hereby Covenant and promise to, and with the said E. G. her Executors and Administrators that he, the said E. A. his Executors and Administrators shall and will upon request to him or them to be made by the said E. G. her Executors, Administrators or Assigns, keep the Goods, Chattels, Household stuff and Implements of Household (in a Schedule hereunto annexed for that purpose mentioned) now remaining and being in and about the said Messuage or Tenement, safe sound and in as good plight and condition as the same now are, and that it shall and may be lawful to, and for her, the said E. G. her Executors, Administrators or Assigns or any of them at any time to enter into the said Messuage or Tenement and Premises and take and carry away the said Goods, Chattels, Household stuff, and Implements of Household, any thing in these presents to the contrary thereof in any wise notwithstanding. **Provided always**, that if it shall happen that any Quarters Rent shall be behind or unpaid by the space of twenty days next over or after any of the said Feasts on which the same ought to be paid as aforesaid that then and from thenceforth it shall and may be lawful to, and for the said E. G. her Executors, Administrators and Assigns into the said Messuage or Tenement and Premises, and every or any part thereof in the name of the whole, wholly to re-enter and the same to have again, and the said E. A. and his Executors, Administrators and Assigns thereout and from thence utterly to expell, put out and move. *In Witness*, &c.

An Agreement for Tunnage.

This writing and agreement Indented, made the, &c. Between *N. P.* of *L.* of the one part, and *T. P.* of the other part, Witnesseth, That he, the said *N. P.* the considerations hereafter mentioned, hath granted letten to freight unto the said *T. P.* and that the said hath hired of and from the said *N.* the lading of twenty of Goods and Merchandizes as the said *T. P.* his Executors or Assigns shall think fit, (Box-wood and Gaules excepted) to be laden on board the *A.* of *London*, whereof the said *T. H.* is Commander at *Smirna* within seventy days next after the said Ship shall be capable to lade in Cotten-Wool in *Smirna* aforesaid for her homeward lading the said Ship being now bound out upon a voyage thither, and from thence directly to this Port of *London*, to discharge and end her said intended Voyage. In consideration whereof the said *T. P.* for her self, her Executors and Administrators doth Covenant, Promise and agree to and with the said *N. P.* his Executors and Assigns by these presents not only within the seventy days to be accepted as aforesaid to lade or cause to be laden on board the said Ship at *Smirna* aforesaid the said twenty Tuns as aforesaid, but also well and truly to pay or cause to be paid to the said *S. P.* his Executors or Assigns in *London* freight for each several Tun thereof, whether laden or not laden to be paid in manner following, (that is to say) one half moiety thereof within ten days next after the return and discharge of the said Ship at the Port of *London*, and the other half or moiety thereof within two Months then following, together with Average and Primage accustomed: And to the performance hereof each of the said parties bindeth himself to the other in the sum or penalty double the value of the freight aforesaid, firmly and truly by these presents. *In Witness, &c.*

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An Agreement among Merchants.

T. J. E. S. and R. B. English Merchants jointly, or any of them severally our Factors or Factor at *Leghorne*, to buy and fit the said Ship the C. to Sea from *Algier* afore said for *England*, for the Use and Account of us and the rest of our late Part-owners of the said Ship, according to our and their several late Interests herein, at any Price not exceeding four thousand Dollars. And we the said Freightors of the said Ship have hereunto put our Hands and Seals together with our several Quantities of Tunnage of Currants laden in the said Ship, and hereby likewise for our own several and particular Account do severally and respectively empower and authorize them the said T. D. E. S. and R. B. our Factors or Factor, jointly, or any of them severally to buy and lade aboard the said Ship the C. at *Algier* to be brought for *England*, for our several Accounts, our said several Quantities of Tunnage of Currants hereunder written our several Names subscribed, at any Price or Prices, not exceeding thirty two Dollars, about ten Dollars a Cartel, and two Dollars half a quarter-roll Currants clear board of all Charges. And we the said E. R. A. J. and J. J. for our selves jointly and severally, and for our several and respective Executors and Administrators, and the rest of the said late Part-owners of the said Ship C. do by this our several and respective Executors and Administrators do Covenant, Promise, Grant and Agree to and with the said T. D. E. S. and R. B. jointly and severally, by the Presents, well and truly to pay and reimburse, or cause to be paid and reimbursed unto the said T. D. E. S. and R. B. or some one of them, or their, or some or one of their assigns, all such sum and sums of Money, Costs and Charges whatsoever, which shall be by them or any of them, paid or disbursed for the buying and fitting of the said Ship the C. to Sea as afore said, *In Witness* &c.

Articles for building of an Oven.

Articles of Agreement, indented, made, had, concluded and agreed upon the, &c. between I. H. Citizen, &c. of the one part, and E. C. of the other part as followeth, viz.

It is hereby concluded and agreed upon, by and between the said Parties: And first the said J. H. for himself doth promise and agree to and with the said E. C. by these presents, that he the said J. H. shall and will permit, suffer and give free liberty and Permission (as far as in him is) to the said E. C. to build, erect and set up one Oven, &c. adjoining to the said Dwelling-house of the said E. C. to contain the Dimensions following, viz. five Foot six Inches in length from the out-side of the Wall of the said Dwelling-house of the said E. C. into the Court in breadth seven Foot, and in highth from the Ground seven Foot six Inches, to have hold and enjoy the same for and during the Term of Space of two Years from the day of the Date hereof, the said E. C. shall so long live) without the Hindrance or Molestation of him the said J. H. Provided always, that at any time hereafter the said J. H. his Executors, Administrators and Assigns, shall make a Door out of the back of him the said J. H. into the said Court, that then the said E. C. shall and will within the space of three Months next after such notice thereof to him given by the said J. H. his Executors, Administrators or Assigns in writing, pull down, take and carry away the Oven and the Rubbish and the Materials thereof; or if the Oven shall prejudice or annoy him or them, or their Dwelling-house, that then he, the said E. C. shall and will within the space of three Months next after notice or warning of such Annoyance, &c.

Articles for a Tapster in an Inn.

Articles of Agreement indented, made, concluded, and agreed upon the, &c. Between A. A. of, &c. and G. C. of the one part, and W. G. of, &c. of the other part, in manner and form following: This is to say,

First, It is Covenanted, Granted and Agreed by and between the said Parties. And the said A. A. and G. C. for divers good causes and considerations hereafter expressed, the day of the date hereof, have accepted, entertained and taken the said W. G. as their Tapster, to draw, utter, sell and put to Sale all such Beer and Ale shall be uttered and sold within their Messuage, Tenement or Inn, situate and being in, &c. called or known by the name or sign of, &c. and which be uttered and sold thereout, and fetched therefrom, for, and during such time and term as the said parties to these presents shall like to approve of each other, and the said A. A. and G. C. themselves and their Executors and Administrators hereby Covenant, Grant and Agree that he, the said W. G. his Executors, Administrators and Assigns for the same considerations shall during such time and term have hold and enjoy to his own use, benefit and behoof for the drawing, uttering, selling, and putting to sale all such Beer, and as aforesaid, the Cellars belonging to the said Messuage, Tenement or Inn, and all and singular, Kitchen, Room, Chambers and Garrets, standing, lying and being over the same, and that they, the said A. A. and G. C. their Executors and Administrators shall and will from time to time and at all times as occasion shall require during the time and term, at his and their proper costs and charges provide and lay into the said Cellars for the use of

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W. G. his Executors, Administrators and Assigns in respect good and sound strong Ale and strong Beers and he, the said *W. G.* his Executors and Administrators all or may during the time and term aforesaid have and to his own use the profit, advantage and benefit of the buying, selling, and uttering Tobacco, Bread, Cheese and other Victuals whatsoever. And that during all such time and term as aforesaid no other Victualler or Tapster shall be entertained or suffered to buy, sell, retail, draw, or put to Sale any Beer, Ale, Tobacco or Victuals whatsoever in the said Messuage, Tenement or Inn. In consideration whereof the said *W. G.* doth hereby for himself, his Executors and Administrators, Covenant, grant and agree to, and with the said *A. A.* and *G. C.* their Executors and Administrators by these presents in manner and form following, (That is to say) That he, the said *W. G.* his Executors and Assigns shall and will during the said time and term, pay or cause to be paid unto the said *A. A.* and *G. C.* their Executors, Administrators or Assigns, or one of them, the several sums of Money hereafter mentioned, that is to say, For every Barrel of strong Ale that shall be uttered and sold as above said, twenty Shillings of lawful Money, and for every Barrel of strong Beer as shall be so likewise uttered, the like sum of twenty Shillings amounting twenty one Barrels to the score as the Brewer allows; and so after the same rate for every greater or lesser quantity. And that he, the said *W. G.* his Executors or Assigns shall or will, at, or before the end of every Month during the time and term aforesaid make a true and just reckoning, account and satisfaction unto the said *A. A.* and *G. C.* their Executors, Administrators or Assigns, or some of them, for such and so much Money as shall upon every of their Accounts appear to be due and payable unto them, for, and in respect of the Premises according to the rates aforesaid. And for the better satisfaction and surer payment of such Moneys, he, the said *W. G.* at, or before the enfealing hereof hath deposited unto the hands of the said *A. A.* and *G. C.* to remain during

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ring the time and term aforesaid the sum of, &c. lawful Money of England, the receipt whereof, they, said A. A. and G. C. do hereby accordingly acknowledge and that he, the said W. G. his Executors or Administrators shall and will within one Month after the date here at his Costs and Charges find and provide two Fire-grates and cause the same to be fixed up and set in the Kitchen Chimney, and the Tap-house Chimney, and likewise a long Table to be set up in the first Room up one pair of Stairs, and likewise shall and will provide and furnish Beds in two of the Rooms, fit for Lodging and Entertaining of Customers coming and resorting to the said Inn. And likewise shall not or will not at any time or time during the term or time aforesaid let or set any of the Rooms above mentioned to any Lodger whatsoever other than to the common Guests and Customers resorting to the Inn. Provided nevertheless, and it is Covenanted, conditioned and agreed by, and between the said parties these presents that if either of them shall at any time or like of each other in their dealings concerning the Premises, and thereof give six Months notice; It shall and shall be lawful at the end of such six Months and not before for the said W. G. his Executors, Administrators and Assigns to leave off the said employment and Cellar, Room and Premises: And it shall be likewise lawful for the said A. A. and G. C. and their Executors, Administrators and Assigns at the end of such six Months and not before to put the said W. G. and his Executors, Administrators and Assigns out of the said employment and Cellar, Rooms and Premises aforesaid, and that the said parties shall and will at the end of the said six Months come to a true and just reckoning and accompt one with the other. And if the said W. G. his Executors, Administrators and Assigns shall not have so much Moneys in the hands of theirs, the said A. A. and G. C. their Executors, Administrators or Assigns as shall satisfy the said sum of &c. so left in their hands as aforesaid, and for the Fire-grates and Tables aforesaid at the Rates they

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&c. That then he, the said *A. A.* and *G. C.* their Executors and Administrators shall and will satisfie and pay unto the said *W. G.* his Executors, Administrators or Assigns, so much of the said twenty Pound as upon their Accounts shall justly appear to be due unto the said *W. G.* his Executors, Administrators or Assigns at the end of the said six Months, as likewise shall and will then satisfie and pay unto the said *W. G.* his Executors, Administrators or Assigns, so much Money as the aforesaid Fire-grates and Tables shall cost him, the said *W. G.* as aforesaid. The said Fire-grates and Tables to be left fixed in the said Chimneys and Rooms for the use of the said *A. A.* and *G. C.* their Executors, Administrators and Assigns, And if it shall happen that the said *W. G.* his Executors, Administrators or Assigns shall have more Money in his hands for, or in respect of the Premises than shall amount unto above the sum of, &c. and price of the Fire-grates and Tables aforesaid: Then the said *W. G.* his Executors, Administrators or Assigns shall satisfie and pay such overplus of Money to the said *A. A.* and *G. C.* their Executors, Administrators and Assigns at the end of the said six Months as upon such their Accompts shall appear to be due. And at the end of the said six Months it shall and may be Lawful for the said *W. G.* his Executors, Administrators and Assigns to carry away his Bedding and other Implements of Household, any thing in these presents to the contrary notwithstanding. And for the true performance of all and singular the Articles and Agreements aforesaid, the said parties bind themselves each to the other firmly by these presents. In witness whereof the said parties have to these Articles Indented interchangeably put their Hands and Seals the day and year aforesaid.

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Articles between three persons, who took up Money together to Trade in a Joynt Stock, wherein each Covenants to the other to indemnifie him from the payment of his proportion.

Articles of Agreement Tripartite, had, made, concluded and fully agreed upon the, &c. Between R.W. of, &c. of the first part, N. M. of, &c. of the second part, and D.W. of, &c. of the third part, their, Executors and Administrators in manner following, (viz.)

That whereas the said Parties by their Bond, or Obligation dated the, &c. do stand joyntly and severally bound and obliged unto D. W. of, in the penal sum of, &c. of Lawful Money of England, conditioned for payment of the sum of, &c. at two payments, (viz.) &c. part thereof on the, &c. and, &c. residue thereof on the, &c. next following. And the said parties to these presents by one other Bond or Obligation of the same date, do likewise stand Joyntly and severally bound and obliged unto T. B. of, &c. in the penal sum of, &c. conditioned for payment of, &c. of like Money at two payments, (viz.) &c. part thereof on the, &c. and, &c. residue thereof on the, &c. And also the said parties to these presents by two Bills under their Hands and Seals of the same date have joyntly and severally engaged to pay unto R. W. of, &c. the sum of, &c. of Lawful Money of England, and unto the aforesaid T. B. the sum of, &c. of like Money on the, &c. As by the said several recited Obligations and Bonds, and the Conditions thereof, and the recited Bills under the

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Hands and Seals of them, the said *R. W. M. N.* and *M.* may appear; which said Money so as aforesaid or to become due and payable on the said recited Bills is due and to be paid by and from the said parties in an equal proportion, share and share alike. And where the shares and proportions of the said several parties to the presents, of the said Moneys so as aforesaid secured by the aforesaid two recited Bills, to be paid unto the said *W.* and *T. B.* are hereby stated and agreed to be as followeth, (*viz.*) upon the said Bill to be upon the said *W.* before rated, the said *R. W.* is to pay the sum of, &c. Lawful Money of *England* for his share; And the said *M.* is to pay the sum of, &c. for his share; And the said *W.* is to pay for his share the sum of, &c. And upon the said Bills unto the said *T. B.* the said *R. W.* is to pay the sum of, &c. for his share; And the said *N. M.* is to pay the sum of, &c. for his share; And the said *D.* is to pay the sum of, &c. of lawful Money of *England* for his share. In consideration whereof, and for a right and good payment of the said sum and sums of Money as the same ought severally to be paid in due proportion as abovesaid, according to the true intent and meaning of these presents by every one of the said parties from whom the same is justly due and owing according to the shares and Proportions aforesaid, and for securing and indemnifying each other thereon, and of, for, from and concerning each other several shares and proportions aforesaid. It is hereby Covenanted, concluded and fully agreed by, and between the said parties to these presents: And first, the said *R. W.* for him, his Heirs, Executors and Administrators, and for every of them doth Covenant, promise and grant to and with the said *N. M.* and *D. W.* and either of them, their and either of their Heirs, Executors and Administrators, that he the said *W.* his Executors or Assigns, shall and will well and truly pay or cause to be paid unto the said *D. W.* his Executors, Administrators or Assigns the sum of, &c. of lawful Money of *England*, and unto the said *T. B.* his Executors or Assigns the sum of, &c. of like Money, being his equal

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equal share and proportion of the Moneys in the conditions of the said recited Obligations severally mentioned and foreaid at the days and times therein severally limited and appointed as aforeaid without fraud or further delay. And likewise that he, the said *R. W.* his Heirs, Executors or Administrators shall and will well and truly pay or cause to be paid unto the said Administrators or Assigns the sum of, &c. of lawful Money of *England* on the day of, &c. ensuing as aboveaid being his share and proportion of the said Moneys due or to be due upon the said Bills as aforeaid. And that he, the said *R. W.* his Heirs, Executors or Administrators, shall and will well and sufficiently defend, keep harmless and indemnified them the said *N. M.* and *D. W.* and either of them, their or either of their Heirs, Executors and Administrators and their, and every of their Goods, Chattels, Lands, Tenements, Wares and Merchandises as well of, for, and from all his, the said *R. W.* shares and proportions as aforeaid, and of and from all manner of Actions and Accomptes, Suits, Troubles, Costs, Charges, Damages and expences whatsoever which shall or may happen, or which they or either or any of them shall or may sustain or be put unto for, or by reason or concerning of the non-payment of such his, the said *R. W.* his share and proportion in manner and form aforeaid. And the said *N. M.* for himself, his Heirs, Executors, and Administrators, and for every of them, do Covenant, promise and grant to, and with the said *R. W.* and *D. W.* and either of them, their and either of their Heirs, Executors and Administrators severally and respectively, by these presents in manner and form following that is to say, That he, the said *N. M.* his Heirs, Executors and Administrators, shall and will well and truly pay or cause to be paid unto the said *D. W.* his Executors, Administrators or Assigns the sum of, &c. of lawful Money of *England*, and also to the said *T. B.* his Executors, Administrators or Assigns the sum of, &c. of like Money being equal share and proportion of the Moneys in the conditions of the said recited Obligations severally men-

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ed at the days and times therein severally mentioned,
 ited and appointed as aforesaid without fraud or fur-
 er delay; And likewise that he, the said *N. M.* his Heirs
 ecutors or Administrators shall and will well and truly
 or cause to be paid unto the said *R. W.* his Execu-
 rs, Administrators or Assigns the sum of, &c. of lawful
 oney of *England*; and unto the said *T. S.* his Executors
 ministrators or Assigns the sum of, &c. of like Money
 the, &c. next ensuing the date hereof as aforesaid, be-
 g his share and proportion of the said Money due or to
 due upon the said Bill as aforesaid. And that the said
M. his Heirs, Executors and Administrators shall and
 ill well and sufficiently save, defend, keep harmless and
 dempnified the said *R. W.* and *D. W.* and either of them,
 heir and either of their Heirs, Executors and Administra-
 rs and their and every of their Goods, Chattels, Lands
 and Tenements, Wares and Merchandizes, as well of, for
 and from all his the said *N. M.* his shares and proportions
 s aforesaid, as of and from all and all manner of Actions,
 suits, Troubles, Costs, Charges, Damages and Expences
 whatsoever which shall or may happen or which they or
 ther, or any of them shall or may sustain or be put un-
 o for, or by reason of or concerning the non-payment of
 uch, the said *M. N.* his shares and proportions in manner
 and form aforesaid.

And the said *N. M.* for himself, his Heirs, Executors,
 and Administrators, and for every of them doth Covenant,
 promise and grant to, and with the said *R. W.* and *D. W.*
 and either of them, their and either of their Heirs, Execu-
 rs, and Administrators severally and respectively by these
 presents in manner and form following, that is to say, that
 he, the said *N. M.* his Heirs, Executors, or Administrators,
 shall and will well and truly pay or cause to be paid unto
 the said *D. W.* his Executors, Administrators or Assigns,
 the sum of, &c. of lawful Money of *England*, and also to the
 said *T. B.* the sum of, &c. of like Money; being his equal
 share and proportion of the Money; in the conditions
 of the said recited Obligation mentioned as aforesaid; At
 the

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the days and times therein severally limited and appointed without fraud or delay; And likewise that he, the said *D. W.* his Heirs, Executors or Administrators shall and will well and truly pay or cause to be paid unto the said *R. W.* his Executors, Administrators or Assigns, the said sum of, &c. of lawful Money of *England*, and unto the said *T. B.* his Executors, Administrators or Assigns the sum of, &c. of like Money on the, &c. now next ensuing the date hereof aforesaid being his share and proportion of the Money due or to be due upon the said Bill as aforesaid. And shall and will well and sufficiently save, defend, keep harmless and indemnified them, the said *R. W.* and *N. W.* and either of them, and either of their Heirs, Executors and Administrators and their and every of their Lands, Tenements, Goods and Chattels, Wares and Merchandizes as well of and from his, the said *D. W.* share and proportion as aforesaid, as of and from all manner of Actions and Actions, Suits, Troubles, Costs, Charges, Damages and expences whatsoever that shall or may happen, or which he or they, or either, or any of them shall or may sustain or be put unto, for, or by reason or concerning of the non-payment of such his, the said *D. W.*'s share and proportion in manner and form as aforesaid. And for the true performance of the Covenants, Articles and Agreements aforesaid, the said parties bind themselves either to the other in the penal sum of, &c. of lawful Money of *England* firmly by these presents. *In Witness, &c.*

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Articles of Agreement in the nature of a Lease
parol of a House in London.

Articles of Agreement indented, had, made, concluded,
and fully agreed upon the, &c. between T. R. of
the one part and J. A. of, &c. of the other part, in
manner following, that is to say.

First, It is Covenanted, Concluded and fully agreed
by, and between the said parties to these Presents,
That the said T. R. as well for, and in consideration of the
sum of, &c. of lawful Money of England to him in hand paid,
and of the sum of, &c. of lawful Money of England agreed
to be paid unto him, the said T. R. his Executors, Admini-
strators or Assigns by him, the said J. A. his Executors
and Administrators on the, &c. next ensuing the date here-
of, as also for and in consideration of the Rents and Cove-
nants herein after reserved and mentioned to be paid and
performed by the said J. A. his Executors, Administrators
and Assigns hath set, and to Farm-letten, and by these pre-
sents doth set and to Farm-let unto the said J. A. all
that his Messuage or Tenement, &c. situate and being in,
&c. now in the possession or occupation of the said T. R.
or his Assigns. And all lights, easements, profits and
commodities thereunto belonging, and therewith held
and enjoyed by the said T. R. To have and to hold the said
Messuage or Tenement unto the said J. A. his Executors,
Administrators and Assigns from the Feast of, &c. next en-
suing the date hereof for, and during and unto the full
end and term of, &c. from thence next ensuing and fully
to be compleat and ended. Yielding and paying therefore
yearly, and every year during the said term of, &c. unto
the said T. R. his Executors, Administrators and Assigns,
the

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the Rent or sum of, &c. of Lawful Money of *England* at the four most usual Feasts or Terms in the year; That is to say, at the Feast of, &c. by even and equal portions. In regard the said *J. A.* hath agreed to pay unto the said *T. R.* one whole years Rent for the hereby letten Premises beforehand being part of the said thirty pounds above-mentioned to be paid on the, &c. And it is hereby Covenanted, promised, granted and agreed by and between the said parties to these presents and the said *J. A.* for himself, his Heirs, Executors, Administrators and Assigns doth Covenant, promise and grant to, and with the said *T. R.* his Executors, Administrators and Assigns by these presents in manner and form following. (That is to say) That he, the said *J. A.* his Executors, Administrators or Assigns shall and will from time to time during the said Term really and truly pay or cause to be paid unto the said *T. R.* his Executors, Administrators or Assigns the yearly rent or sum of, &c. of lawful Money of *England* on the several Feast-days of payment in the year in such manner and form as is above mentioned and expressed by even and equal portions; and also that he, the said *J. A.* his Executors, Administrators and Assigns shall and will from time to time and at all times hereafter during the said term, well and sufficiently repair, maintain, uphold, glaze, amend and keep the said Messuage or Tenement and premises thereunto belonging with the appurtenances, and all other buildings, erections and additions whatsoever that shall be by the said *J. A.* his Executors, Administrators or Assigns at any time during the said term erected, built, fixed, set up, and added to the said hereby letten premises or any part thereof, and the same and every part thereof so well and sufficiently repaired, upheld, glazed, paved and amended in and by all things at the end of the said term of, &c. or other sooner expiration of the said term, shall and will peaceably and quietly leave, surrender and yield up unto the said *T. R.* his Executors, Administrators and Assigns: And also if it shall happen the said yearly rent of, &c. or any part thereof at any time during the said

term of, &c. to be behind or unpaid by the space of, next after any of the said Feast-days or days of payment on which the same ought to be paid as aforesaid lawfully demanded; That then and from thenceforth shall and may be lawful to, and for the said T. R. his Executors, Administrators and Assigns into the said hereby letten premisses and every or any part thereof in the name of the whole, wholly to reenter, and the same to have again, re-possess and enjoy as in his and their first and former Estate. (Any thing herein contained to the contrary thereof in any wise notwithstanding.) And that he, the said J. A. his Executors, Administrators or Assigns shall and will well and truly pay and satisfy the Paviers or Paviors or other Workmen who lately raised, paved and furnished the Street and Paving before the door of the said hereby letten premisses all such sum and sums of Money as is due and owing unto them or any of them for the doing thereof; And shall thereof clearly acquit, discharge and satisfy the said T. R. his Executors and Administrators of, and from the same and every part thereof. And the said T. R. for himself, his Executors, Administrators and Assigns doth Covenant, promise and agree to and with the said J. A. his Executors and Administrators in manner following, (viz.) That he, the said T. R. his Executors, Administrators and Assigns shall and will clear and leave the said Messuage, &c. on or before the said, &c. next ensuing and deliver the Key thereof unto him the said J. A. his Executors, Administrators or Assigns, so that the said J. A. his Executors, and Administrators shall or may enter into and have and enjoy the said hereby letten premises according to the tenor, effect, and true meaning of these presents. And so that he, the said J. A. his Executors, Administrators or Assigns, paying the said yearly rent of, &c. and performing the Covenants herein contained on his and their parts to be performed, shall and may peaceably and quietly have, hold and enjoy the said hereby letten premisses and appurtenances to the same belonging, without any let, denial, hindrance or interruption of the said T. R. his Executors,

or

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or Assigns or any of them; or any other person or persons claiming under him or them, or by his, their or any of their means, omission, commission or procurement: free and clear and freely and clearly acquitted and discharged or otherwise from time to time during the term hereafter letten well and sufficiently saved, kept harmless and indemnified by him, the said T. R. his Executors or Administrators, of, and from the said Ground-rent due and grown due, for, or in respect of the said ground whereon the said Messuage or Tenement now standeth. And for the true performance of all and singular the said Covenant, Clauses, provisoes and agreements aforesaid the said parties bind themselves unto the other, firmly by these presents
In Witness, &c.

Articles of Agreement about separate Maintenance for the Wife.

Articles of Agreement had, made and concluded upon the day of, &c. Between J. M. of W. in County B. Esq; S. H. Daughter of R. H. &c. of the second part; and A. H. &c. of, &c. of the third part.

WHereas there is a Marriage intended by the Grace of God shortly to be had and Solemnized between the said J. M. and S. H. and whereas the said R. H. hath purposed to accompt of Lands, Tenements or Hereditaments to the value of 200 l. per Annum for the Joynture of the said S. but she the said S. is not content therewith, and whereas the said J. M. hath agreed to settle upon the said S. for her Life Lands and Tenements of the yearly value of 50 l. over and above the said 200 l. per Annum to make up the Joynture of the said S. 250 l. per Annum, and whereas all

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said J. M. hath agreed to give and allow (after the said intended Marriage had) unto the said S. during the Joynt lives of her and the said J. M. the sum of 50 l. of Lawful Money of England *per Annum* for her private use and separate maintenance. Now these presents witness that it is agreed and agreed by and between the parties to these presents, and the said J. M. in consideration of the said intended Marriage, and for the better performance of the agreement aforesaid doth hereby for himself, his Heirs, Executors and Administrators, and for every of them, covenant, promise and grant to and with the said A. H. Executors, Administrators and Assigns and every of them that he the said J. M. shall and will at his own Costs and Charges before the said intended Marriage had, by good sufficient acts and assurances in the Law well and sufficiently convey and assure, or cause to be conveyed and assured and settled to or to the use of the said S. during her life to take effect (in case the said intended Marriage shall not had) in reversion or remainder after the decease of the said J. M. Lands and Tenements or Hereditaments discharged of Incumbrances of the clear yearly value of 50 l. and further that he the said J. M. above all charges and rates (publick Taxes only excepted) over and above the sum of 200 l. *per Annum* to make up the Joynture of the said Susannah to be of the yearly value of 250 l. *per Annum*, and further that he the said J. M. shall and will from and after the said intended Marriage had yearly during the Joynt lives of him and the said Susannah well and truly pay unto the said A. H. his Executors or Assigns the sum of 50 l. of Lawful Money of England, at and upon the Feast-day of Thomas the Apostle, the Annunciation of the Blessed Virgin Mary, St. John the Baptist, and St. Michael the Archangel, by even and equal Portions, the first payment thereof to be made on such of the said days of payment as shall first happen to be and come next after the Solemnization of the said intended Marriage, Nevertheless upon trust to pay, improve and dispose the said yearly sum of 50 l. and every part thereof as the same shall be receiv'd, to such person and persons

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persons, and to and for such ends, intents and purposes in such manner and sort as she the said S. H. shall from time to time (as well during Coverture as *Being sole*, by a Note or Notes in writing under her own hand attested two or more credible Witnesses from time to time direct and appoint to the intent that the same may remain at free and separate dispose of the said S. H. without the controul of the said J. M. and that he may have no intermeddling therewith or disposal thereof, or of any part thereof and that for the better securing of the payment of the said yearly sum of 50 l. in manner as aforesaid, he the said J. M. shall before the Solemnization of the said intended Marriage make a Lease of Lands or Tenements of the yearly value of 50 l. to such person or persons as the said S. H. shall in that behalf nominate or appoint for the term ninety nine years of the said J. M. and S. H. shall jointly so long live, Nevertheless in trust to dispose the Rents and Profits thereof for the benefit of the said S. in such manner as the said yearly sum of 50 l. herein before agreed shall be employed and disposed according to the tenor and meaning of these presents. *In Witness, &c.*

and

Assignments.

Assignment or turning over of an Appren- tice.

W. R. Indenture witnesseth, That whereas *W. R.* Son of *W. R.* of, &c. hath in and by his Indenture of Apprentiship bearing date, &c. put and bound himself Apprentice unto *J. C.* of, &c. for the term of seven years beginning from, &c. As by the same Indenture may more appear. Now the said *J. C.* for certain consideration him moving, by, and with the consent and good will of the said *W. R.* the Apprentice hath assigned and set over, and by these presents doth Assign and set over unto *J. C.* of, &c. all end every the term of years, service and of Apprenticeship of the said *W. R.* now to come unexpired of the said term of seven years for which he hath bound himself Apprentice unto the said *J. C.* as aforesaid. And also all and every the right title and interest of him, the said *J. C.* and right of service which he hath or ought to have or can or may claim or demand have by vertue of the said Indenture of Apprentiship or custom of *London*, or otherwise however, of, in, or to the said *W. R.* the Apprentice or in or to his service during the time now to come of the said seven years; and also his superiority power and government of and over the said *W. R.* the Apprentice. And the said Apprentice doth hereby Covenant, grant and agree; and is well contented and doth give his full consent to serve out all the rest of his term of Apprentiship of seven years with the said *J. C.* according to the purport of these presents. And doth hereby Covenant, grant and agree, and binds himself to

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the said J. L. to serve and obey the said J. L. as an Apprentice and to do and perform all other things whatsoever during the now residue of the said term of seven years towards the said J. L. which he by the same Indentures hath Covenanted to perform towards the said J. L. And the said J. C. doth hereby Covenant, promise and grant not to do, permit or suffer any Act, matter or thing whereby to prejudice or hinder the said W. R. in or from the said performance of his said service to the said J. L. the said J. L. in or from the enjoyment of the same during the said remainder to come of the said seven years or part thereof, and the said J. L. doth hereby Covenant, promise and grant to teach and instruct or cause to be taught and instructed the said W. R. the Apprenticeship the Art of a Carpenter which he, the said J. L. now knoweth, after the manner that he the said J. L. now knoweth or hereafter shall know during the residue of the term of, &c. And also to give, find and allow to, for the said W. R. the Apprentice from time to time, at all times during the residue of the said term of seven years compleat and sufficient Meat, Drink, Linen, Woollen, Stockings, Shooes, Lodging, Washing, and other Necessaries whatsoever fit for such an Apprentice. In Witness whereof to one part of these Indentures remaining with the said J. L. the said J. C. and W. R. Apprentice have set their Hands and Seals, and to the other part of these presents remaining with the said J. L. the said J. L. hath set his Hand and Seal the, &c.

Assignment of a Bond by Indenture, with Covenants according to an Order in Chancery.

His Indenture made, &c. Between *T. L.* of, &c. of the one part and *J. R.* of, &c. of the other part, *reas J. B.* of, &c. and *J. S.* of, &c. by one Obligation bearing date, &c. which was in the year of our Lord &c. and in the, &c. of our Sovereign Lord, &c. be bound to the said *T. L.* in the sum of, &c. of lawful Money of *England* conditioned for payment of the sum of, &c. of like Money on the, &c. next ensuing the date of the Obligation at the then Dwelling-house of, &c. as by the said recited Obligation and Condition may appear.

And this Indenture witnesseth, That the said *T. L.* in obedience to, and pursuance of a Decree or Order made the, &c. last before the date hereof in his Majesties High Court of Chancery upon a hearing in a cause there depending between the said *J. R.* Plaintiff and the said *T. L.* and Defendants hath assigned and set over, and by these presents doth assign and set over unto the said *J. R.* his Executors and Administrators as well the said Obligations Bonds and sum and sums of Money therein mentioned expressed as also all the Right, Action, Claim, Interest, Suit and Demand of him, the said *T. S.* of, in, and to the, and doth by these presents, make, ordain and in head and place put and constitute the said *T. R.* his true Lawful Attorney and Assignee in the name of the said *T. L.* but the only proper use and behoof of the said *J. R.* Executors, Administrators and Assigns, to ask, demand, recover and receive of and from the said *J. S.* his Executors and Administrators, and of and from the said *J. B.* Executors and Administrators of the said *J. B.* demand all such sum and sums of Money as are due or payable or shall or may be had or recovered by force and effect of the Obligation and condition aforesaid or either of them; and the said *T. L.* doth hereby grant unto the

said J. R. full power and Lawful authority to commence and prosecute in the name of the said T. L. any actions, suit or suits in Law or Equity against the said J. R. his Heirs, Executors or Administrators, or the Heirs, Executors or Administrators of the said J. R. deceased, for recovering and receiving of the Premises for the use aforesaid; and upon recovery or receipt of the Premises, quitances or other Discharges, in the name of the said T. L. to make, give, seal, and as his Act and Deed deliver, to one Attorney or more under him, the said J. R. to make substitute and revoke. And generally to do, execute, prosecute, perform and determine all such Act and thing and things whatsoever which in or about the recovering, receiving, releasing or discharging of the Premises, shall be necessary or convenient as fully and effectually as he, the said T. L. might or could do personally. And the said T. L. for himself, his Executors and Administrators doth Covenant, promise and agree to, and with the said J. R. his Executors and Administrators by these presents in manner and form following. (That is to say) That the said T. L. shall and will avow and Justifie with all such Actions and Suits, acts and things whatsoever which shall be lawfully brought, commenced, done, executed or performed in or about the premises by virtue hereof and according to the true intent and meaning of these Presents. And further, that he, the said T. L. has not heretofore released or discharged the said recited Obligation or Condition, or done any act or thing whatsoever whereby the said recited Bond or Obligation is or may become void or frustrate. And that he, the said T. L. his Executors or Administrators shall not at any time hereafter release or discharge the said Bond or Obligation, nor do or commit any other act or thing which shall or may be a judicial barr or hindrance to the said J. R. his Executors or Administrators of, or in the recovering or receiving of said sum or sums of Money aforesaid, or any of them, any part thereof to the use aforesaid. And moreover, that he, the said T. R. his Executors and Administrators

will from time to time hereafter at the request and
 s and charges in the Law, of the said J. R. his Execu-
 and Administrators make, do, seal, deliver and execute
 to the said J. R. his Executors, Administrators and As-
 s all such further and other Letters of Attorney,
 ver and authorities, acts and things whatsoever for the
 er enabling of the said J. R. his Executors, Admini-
 strators and Assigns to recover and receive the sum and
 s of Money aforesaid in the name of the said T. L.
 Executors or Administrators but to the use above men-
 ed. As by the said J. R. his Executors, Administra-
 or Assigns, or his or their Council Learned in the
 w shall be reasonably devised or advised and required.
 and the said J. R. for himself, his Executors and Admini-
 strators doth Covenant, grant and agree to and with the
 T. L. his Executors and Administrators by these pre-
 ts, That he, the said J. R. his Executors and Admini-
 strators shall and will at all times hereafter at his and their
 n proper Costs and Charges save and keep harmless and
 lempnified the said T. L. his Executors and Admini-
 strators against the said J. S. his Heirs, Executors and Ad-
 ministrators, and the Heirs, Executors and Administrators
 of the said J. B. deceased, of, for and from all Costs of
 it, Damages and Expences which shall be awarded or
 judged against the said T. L. his Executors or Admini-
 strators in or by reason of any Action or Suit which shall
 brought or commenced in the name of the said T. L. his
 Executors or Administrators by the direction or appoint-
 ment of the said J. R. his Executors or Administrators for
 concerning the Premises by means or occasion of any
 on-Suit, Judgment, Sentence, Order or Dismission to
 e had or made therein or thereupon through the de-
 fault or negligence of the said J. R. his Executors or
 Administrators, or his or their Attorneys or Assigns. *In*
Witness, &c.

An Assignment of a Judgment recovered.

This Indenture made, &c. Between *M. I.* of &c. the one part, and *C. B.* of &c. of the other part
Witnesseth, That whereas the said *M. I.* hath obtained Judgment in his Majesties Court of King's Bench at Westminster against *U. P.* Citizen, &c. of London for a hundred pound debt besides Costs of Suit; As by the Record thereof in the same Court remaining, may more at large appear. Now this Indenture further witnesseth, That the said *M. I.* for divers good Causes and Considerations hereunto moving hath granted, transferred assigned and set over. And by these Presents. &c. Doth grant, assign, transfer and set over unto the said *C. B.* his Executors, Administrators and Assigns, As well the said Judgment &c. so obtained as aforesaid, As also all the benefit, commodity, sum and sums of Money, profit and advantage whatsoever that shall or may be obtained or gotten by reason or means of the same Judgment or of any Execution or Ejectment thereof or thereupon to be sued or executed and all the Estate, right, title, interest and demand whatsoever of him the said *M. J.* in and to the said Judgment or any sum or sums of Money, Lands, Tenements or other things which by virtue thereof or of any Execution, Process or Proceeding thereupon to be sued, shall be recovered or obtained. And the said *M. J.* doth by these Presents authorise and appoint the said *C. B.* his lawful Attorney in the name of the said *M. J.* to sue and prosecute any execution or executions upon the said Judgment, and upon satisfaction had or any composition or agreement made concerning the Premises to acknowledge satisfaction or make or give any Release or Discharge of or for the same. And the said *J. M.* for himself, his Executors and Administrators doth covenant promise and agree to, and with the said *C. B.* his Executors and Administrators by these Presents to allow

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he and confirm all and every acts and things whatsoever
 which shall be requisite or needful to be done in or about
 the Premises. And further, that he, the said M. J. hath
 heretofore released, discharged or vacated the said
 Judgment. And that he, his Executors or Administrators
 shall not hereafter without the consent of the said C. B. his
 Executors, Administrators or Assigns, or any of them first
 obtained in writing under his and their hands,
 use, vacate and discharge the same, nor do or commit
 any other act or thing whereby the said C. B. his Execu-
 tors, Administrators or Assigns or any of them shall or
 may be prejudiced or barred of or in the recovery obtain-
 ing or enjoying of the said sum of, &c. or any part there-
 of by virtue of the said Judgment. And that the said C. B.
 his Executors, Administrators and Assigns shall or may
 at all times hereafter have, hold, receive and enjoy to
 their own proper use (without Accompt to be thereof ren-
 dered to him the said M. J. his Executors or Administra-
 tors, and without his or their let, denial or interruption
 of such sum and sums of Money, Goods, Chattels, Lands,
 Tenements and Hereditaments, as shall or may be lawfully
 obtained, extended or taken, by virtue or means
 of the said Judgment, or any Process or Execution) to be
 done forth or executed thereupon. And moreover, that
 the said M. J. his Executors and Administrators shall
 from time to time and at all times hereafter upon
 reasonable request, and at the proper costs and charges
 of the said C. B. his Executors, Administrators or Assigns,
 do and give such further Powers, Authorities, Warrants
 of Attorney, and do and perform such lawful Acts and
 things as by the said C. B. his Executors, Administrators
 or Assigns or his or their Counsel learned in the law shall
 be reasonably devised or advised and required; either for
 vacating or discharging of the said Judgment or for
 better recovering, receiving, obtaining, having, holding
 or enjoying unto him, the said C. B. his Executors, Ad-
 ministrators or Assigns of such sum and sums of Money,
 Goods, Chattels, Lands, Tenements or Hereditaments as
 he,

he, the said *M. J.* his Executors, Administrators or Assigns shall hereafter be intituled unto or may have, or recover by force or vertue of the Judgment aforesaid or any execution or execution thereupon to be had. And the said *J. M.* doth Covenant and grant to, and with the said *C. B.* that he, the said *J. M.* his Executors and Administrators shall and will from time to time and at all times hereafter, save, defend and keep harmless and indemnified the said *C. B.* his Executors, Administrators and Assigns of and from all Costs Charges and Damages which he or they may incur or sustain by reason of the said Judgment or otherwise howsoever. *In Witness, &c.*

An Assignment of a Lease upon Condition.

This Indenture made, &c. Between *H. F.* of the one part, and *R. W.* of, &c. of the other part Witnesseth, That whereas *W. T.* of, &c. by his Indenture of Lease bearing date the, &c. for the consideration of, &c. therein mentioned, did demise, grant, and to Farm let unto the said *H. F.* all that, &c. To have and to hold the same unto the said *H. F.* his Executors, Administrators and Assigns from the Feast of, &c. for and during the term of, &c. from thence next ensuing and fully to be compleat and ended, at the yearly Rent of, &c. of lawful Money of *England*, payable Quarterly as is therein mentioned. As in and by the said recited Lease among divers Covenants, Conditions and agreements therein contained, relation being thereunto had, more, and may fully and at large it doth appear. Now this Indenture Witnesseth, That the said *H. F.* for, and in consideration of the sum of, &c. of lawful Money of *England*, paid unto him, the said *H. F.* by the said *R. W.* at and before the signing of these presents, the receipt whereof he, the said *H. F.* doth hereby acknowledge, and himself to be thereby fully satisfied, and thereof and of every part thereof doth hereby acquit and discharge the said *R. W.* his Executors

and Assigns and every of them by these presents, Hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over unto the said R. W. his Executors, Administrators and Assigns. As well the recited Indenture of Lease and the said Messuage or Tenement and Premises with their and every of their appurtenances thereby demised. As all the Estate, Right, Title, Interest, term of years and time to come, benefit, claim, property, profit and demand whatsoever of him the said H. F. of, in, and to the same, or of, in and to every or any part of them or any of them by force, vertue or means of the said recited Indenture of Lease or otherwise howsoever. **Provided always,** and upon this Condition nevertheless that if the said H. F. and R. G. of, &c. or either of them, their or either of their Executors, Administrators or Assigns, or any of them shall well and truly pay or cause to be paid unto the said R. W. his Executors, Administrators or Assigns the sum of, &c. of lawful Money of England on the, &c. That then and from thenceforth the Grant and Assignment of the Premises hereby made, and every thing else herein contained shall cease, determine and be utterly void and of none effect (any thing herein contained to the contrary in any wise notwithstanding.) And the said H. F. for himself, his Executors, Administrators and Assigns, and for every of them doth Covenant, promise, grant and agree to and with the said R. W. his Executors, Administrators and Assigns by these presents that the said recited Lease at the enfealing hereof is a good and effectual Lease in Law and not void or voidable. And that he, the said H. F. now hath in himself full power and lawful authority to grant, bargain, sell, assign, transfer and set over the said recited Indenture of Lease and the said Messuage or Tenement and Premises thereby demised and every part thereof unto the said R. W. his Executors, Administrators and Assigns in manner and form as aforesaid. And further, that the said H. F. hath not at any time heretofore, made

made or granted any former or other grant, bargain, sale or assignment of the premisses, or any part thereof, or any ways impeached or incumbered the same in Title, Charge, Estate or otherwise howsoever. And moreover, the said *H. F.* for himself, his Executors, Administrators or Assigns, doth Covenant, promise, grant and agree to and with the said *R. W.* his Executors, Administrators or Assigns by these presents that he the said *H. F.* his Executors and Administrators and all others claiming or to claim any Estate, Right, Title, Interest, property or demand, of or into the Premises hereby Assigned or any part thereof shall and will at all times after breach of the proviso or condition aforesaid at the request of the said *R. W.* his Executors or Assigns, make and grant such further Grants, Assignments and Assurances by release, assignment or otherwise of the Premises hereby assigned and every of them, and of every part of them and every of them unto the said *R. W.* his Executors, Administrators and Assigns to his and their own use and uses. As by his or their Counsel Learned in the Law shall be reasonably devised or advised and required. And lastly, it is agreed that until default of payment shall be made of the said sum of, &c. and breach of the Proviso aforesaid, he, the said *H. F.* his Executors, Administrators or Assigns shall or may without the let or interruption of the said *R. W.* his Executors or Assigns have, hold and enjoy the said assigned Premises and receive and take the Rents, Issues and Profits of the same and of every part thereof to his and their own use and uses: Any thing aforesaid to the contrary notwithstanding. *In Witness,* &c.

An Assignment of Debts.

This Indenture made the, &c. Between *T. W.* of &c. and *M.* his Wife of the one part, and *H. G.* of, &c. of the other part. *Whereas* *W. S.* of, &c. in his life, and at the time of his death was indebted unto the said *M.* the sum of, &c. of Lawful Money of *England*, Principal Money besides Interest for the same, the same remains still owing and unpaid, and doth belong unto and are vested in the said *M. A.* as aforesaid. And *Whereas* by one Indenture of bargain and sale bearing date on or about the, &c. made and mentioned to be made between the said *W. S.* of the one part and *A. B.* of, &c. *T. C.* and *T. P.* of, &c. and enrolled in his Majesties High Court of *Chancery* the said *W. S.* for the considerations therein mentioned, did grant, bargain, sell and confirm unto the said *A. B.* *T. C.* and *T. P.* and their Heirs all that the, &c. As by the said Indentures, relation being thereunto had may more at large appear. Now this Indenture Witnesseth, That the said *T. W.* and *M.* his Wife for divers good and valuable considerations, them and either of them thereunto moving; have Assigned transferred and set over and do by these Presents Assign, transfer and set over unto him, the said *H. G.* his Executors or Assigns the aforesaid debt of, &c. and all Interest due or to grow due for or in respect of the same, and all the right, title, property, claim and demand whatsoever, either in Law or Equity of them, the said *T. W.* and *M.* his Wife, or either of them, of, in, and to the same, or any part or parcel of the same, or of, in, or to the said Mannor, Lands, Tenements and Hereditaments above mentioned to be conveyed for the raising of Money for payment of the same. And for the better recovery thereof the said *T. W.* and *M.* have made, ordained, constituted and appointed, and by these Presents do make, ordain, constitute and appoint the said *H. G.* his Executors, Administrators and Assigns their true and Lawful Attorney

ney and Assignee, Attorneys and Assigns for, and in their Names but to the only use and behoof of the said *H. G.* his Executors, Administrators and Assigns, and without any account to be given of or concerning the same, To ask, demand, levy, recover and receive of any person or persons whom it doth or may concern the aforesaid debt of, &c. and all Interest due or to be due for the same. And upon the receipt to give any acquittance or acquittances, Discharge or discharges for, or concerning the same or any part thereof with power to make any composition or Agreement for, touching or concerning the Premises. And generally to do, act, perform and Execute in any Court of Law or Equity or otherwise, All and every act, matter and thing whatsoever for touching or concerning the said Premises or the recovery of the same or any part thereof in as full, large and ample manner as the said *T. W.* and *M.* his Wife, or either of them may, might, or could do. And the said *T. W.* doth for himself, his Executors, Administrators and Assigns Covenant, promise and grant to, and with the said *H. G.* his Executors, Administrators and Assigns by these Presents in manner and form following, (that is to say) That he, the said *T. W.* and *M.* his Wife, nor either of them, nor any other person or persons, claiming or to claim from, by or under the said *M.* have or hath at any time heretofore, nor shall or will at any time hereafter receive the said debt of, &c. or any part thereof, or any Interest due or to be due for the same, nor shall or will acquit, release or discharge the same or any part thereof, nor have nor hath at any time heretofore, nor shall nor will at any time hereafter do or commit, or suffer or cause to be done or committed by suffering any Outlawry or otherwise, any act, matter or thing whatsoever which shall or may be prejudicial or bar or hinder the said *A. B.* his Heirs, Executors or Assigns in the recovering or receiving of the said sum of, &c. or the Interest thereof, or any part of the same sum of, &c. or Interest or any benefit, advantage or profit that shall or may accrue, or arise for or in respect of the same. And further, the said *T. W.* and the

M. his Wife, and either of them and his and their Executors and Administrators and all others who are or shall be Executors and Administrators of the said M. shall and may at any time hereafter upon the reasonable request and demand of the said H. G. his Executors, Administrators or Assigns make and grant or cause to be made and granted unto him or her, or such other person or persons as he or they shall appoint, such further power and authority for the recovering and receiving of the said debt and all Interest thereon, and benefit, advantage or profit that shall or may accrue or arise for or in respect of the same to the use and behoof of him the said H. G. his Executors, Administrators or Assigns as by him, the said R. G. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law shall be reasonably devised or advised and required. And the said H. G. for him, his Executors or Administrators doth Covenant, grant and agree to, and with the said T. W. and M. his said Wife, and their and either of their Executors and Assigns by these Presents that he, the said H. G. his Executors, Administrators or Assigns, shall and will at all times hereafter at his or their own proper costs and charges clearly acquit and discharge, or well and sufficiently save and keep harmless and indemnified the said T. W. and the said M. his Wife, and either of them and their and either of their Executors, Administrators, Heirs, Tenements, Goods and Chattels, from all Costs of Suit, Demands and Expences that shall be expended or paid out or recovered or assessed for, or by reason or means of the assigning or setting over the said Debt as aforesaid, and of and from all Actions and Demands of and concerning the same. *In Witness, &c.*

An

An Assignment, or Surrender of a Lease.

This Writing of Agreement Indented, made, &c. Between *T. J.* of, &c. the Lawful Assignee of *B. W.* of, &c. who was Executor of the last Will and Testament of *J. L.* of, &c. deceased, of the one part, and *F. F.* the younger of, &c. Son and Heir apparent of *F. F.* the Elder Son of, &c. and of *M.* his Wife, late Daughter and Heir to *W. B.* late of, &c. of the other part. Witnesseth, That the said *T. J.* for, and in consideration of the sum of, &c. of Lawful Money of *England* to him in hand paid at, and before the enfealing hereof by the said *F. F.* the younger and also of, &c. being Rent incurred from *Midsummer* 1666, until the late Dreadful Fire which happened in *London* in *September* then next after. Doth grant, assign, surrender and yield up unto the said *F. F.* the younger, the Assignee of *J. L.* of, &c. who was the Assignee of the said *F. F.* the Elder, one Lease and Indenture of Lease bearing date the, &c. made by, and from the said *F. F.* the Elder, and *M.* his Wife to the said *J. L.* deceased. And the Toft Ground and Soil whereupon the Messuage and Tenement and Premises then called by the name of, &c. thereby demised, stood before the said late Dreadful Fire; situate and being in, &c. *London*. And also his Estate, right, title, interest and demand whatsoever of, in and to the same by force, vertue or means of the said recited Indenture of Lease as Assignee to the said *B. W.* Executor to the said *J. L.* deceased, or otherwise howsoever. And the said *F. F.* the younger did and hereby doth accept the same Surrender accordingly. In witness whereof the parties aforesaid to this Writing of Agreement indented, have put their Hands and Seals the day and year above written.

Short Assignment of a Lease by way of Indorsement.

Memozandum, That I the within named *H. H.* for, and in consideration of a competent sum of Law- Money of *England* by *R. N.* of, &c. to me in hand and before the enſealing and delivery of theſe Preſents, receipt whereof I do hereby acknowledge, and thereof of every part thereof do hereby acquit, exonerate and charge the ſaid *R. N.* his Executors and Aſſigns, by theſe Preſents, Do grant, bargain, ſell, aſſign and ſet over unto the ſaid *R. N.* as well the ſaid Lease and Indenture of Lease and the three Meſſuages of Tenements, Rooms and Pre- ſents with the appurtenances and all other things within demifed or mentioned to be demifed, and the Tofts Ground and Soil whereupon the ſame or any of them ſtood before the late Dreadful Fire which happened in *London* in Sep- tember 1666, and all Meſſuages, Tenements, Erections and Buildings ſince the ſaid Fire thereupon erected, built, or in building, and all my Eſtate, right, title, intereſt, proper- ty, poſſeſſion, term of years and time to come, benefit, ſum and demand whatſoever of, in, and to the ſame, and right receiving and obtaining of any further time or term of years in the Premifſes by force, vertue or means of the ſaid within written Indenture of Lease, and this Preſent Aſſignment thereof, or otherwiſe howſoever. And the ſaid *H. H.* for himſelf, his Executors and Administra- tors doth Covenant, promiſe, grant and agree to, and with the ſaid *R. N.* his Executors and Adminiſtrators by theſe Preſents, That he the ſaid *H. H.* hath not made or granted by former or other grant, bargain, Sale or Aſſignment of the Premifſes aforeſaid or any part thereof, or otherwiſe ſubmitted the ſame in title, charge, Eſtate or otherwiſe whatſoever. *In Wiſneſs, &c.*

An Assignment of a Bond.

K Now all men by these Presents, That I M. A. of &c. for divers good causes and considerations thereunto moving Have assigned, set over and by the Presents do as much as in me lieth assign and set over unto E. R. of, &c. his Executors, Administrators and Assigns one Obligation bearing date the, &c. Anno Dom. &c. when by G. H. of, &c. and J. S. of, &c. became bound unto me the said M. A. in the sum or penalty of, &c. of Lawful Money of England, and conditioned for payment of the sum of, &c. of like Money on the, &c. next ensuing the date of the said Obligation at the then Dwelling-house of J. R. of, &c. situate and being in, &c. And also all sum of Money in the said Obligation, or in the condition of the same severally mentioned, and all my right, action, claim and interest of, in, and to the same. And I the said M. A. do hereby make, ordain, and in my place and strength put and constitute the said E. R. to be my true and lawful and irrevocable Attorney and Assignee but to the only proper use and behoof of the said E. R. without any Account thereof to be made or rendred, to ask, demand, recover and receive by all lawful ways and means whatsoever, of, and from the said G. H. and J. S. their Executors and Administrators all such sum and sums of Money as are and shall grow due or payable by force or vertue of the said Bond or Obligation or condition aforesaid, or either of them. And I do further give and by these presents grant unto my said Attorney (if need shall be) to commence and prosecute in my name, Action or Actions, Suit or Suits in Law for the recovering or receiving of the Premises to the use aforesaid. And upon recovery or receipt of the same Acquittances or other discharges in my name to make and give, and generally to do, execute and prosecute and perform all such further and other Acts and things as shall be needful or convenient to be done as fully and effectually as

I may

my self might or could do personally. Holding and allowing for firm and effectual all and whatsoever my said attorney shall lawfully do or cause to be done in or about the Premises by vertue of these Presents. *In Witness*, &c.

An Assignment and Release of an Adventure in the Joynt-stock of the East-India Company.

K Now all men by these Presents, That I M. O. of, &c. for divers good causes and considerations thereunto moving, Have assigned transferred Released set over and confirmed, and by these presents do assign, transfer, release and set over and confirm unto the said C. B. of, &c. his Executors and Assigns all that my Adventure, part, purpart or share in the new Joynt Stock of the Governour and Company of Merchants of London, bearing into the *East-Indies*, being the sum of, &c. and every part and parcel thereof; and all benefits proceed profit thereof which now are, or at any time hereafter shall become due or payable for the same. And all my Estate, Right, Title, Interest, Claim and Demand whatsoever of in or to the same, or any part thereof. To have to hold the said Adventure or sum of, &c. and every part and parcel thereof unto the said C. B. his Executors, Administrators and Assigns to his and their own proper use and behoof for ever. And I, the said M. O. for my self, my Executors, Administrators and Assigns do Covenant, promise and grant to, and with the said C. B. his Executors, Administrators and Assigns by these presents, that he, the said C. B. his Executors, Administrators and Assigns shall or may from time to time and at all times hereafter Lawfully, Peaceably and quietly have, hold, use, receive, perceive, take and enjoy to his and their own proper use and behoof the said Adventure or sum of, &c. and all and every the proceedings and profits thereof and every part and parcel thereof without any let, suit, trouble,

trouble, molestation or interruption of or by me the said M. O. my Executors, Administrators or Assigns, or any of us, or of any other person or persons whatsoever lawfully claiming or to claim from by or under us or any of us by one or any of our Act, means, consent, or procurement. *In Witness, &c.*

An Assignment of a Stock in the East-India Companies hands for better Security of a Debt due on Bond.

TO all People to whom this present Writing shall come, T. B. of, &c. sendeth greeting: Whereas the said T. B. in and by one Obligation bearing date the day of the date hereof stands bound unto M. L. of, &c. in the sum of £. of lawful Money of England, with Condition there underwritten for payment of the sum of £. of the like Money on the, &c. as in and by the said recited Obligation and Condition more plainly and at large it doth and may appear. And whereas the said T. P. has a certain Stock, Adventure or Sum of, &c. of lawful Money of England in the last general Joynt Stock of the Worshipful the East-India Company, as by the Books of the said Company may appear. *Now know ye*, That I, the said T. P. for the better security and more sure payment of the said sum of, &c. according to the said condition of the said recited Obligation, and for divers other causes and considerations me thereunto moving, Have granted, assigned, transferred and set over, and by these Presents do, unto the said M. S. my said Adventure or Stock of, &c. And all my right, accompt, interest, claim, property, propriety and interest whatsoever, of, in and to the said Adventure. I do by these presents authorize and appoint the said M. S. to recover and receive the same of and from the Governours and Company. *Provided always*, and up

Condition that if I the said J. P. my Executors, Administrators or Assigns, or any of us, shall well and truly pay or cause to be paid unto the said M. S. his Executors, Administrators or Assigns the said sum of, &c. on the, &c. next coming, Then as well the said recited Obligation as these Presents shall cease, determine, and be utterly void of none effect to all intents and purposes, any thing aforesaid to the contrary notwithstanding. *In Witness, &c.*

An Assignment of a Lease absolute.

This Indenture made, &c. Between J. P. of, &c. R. R. of, &c. and T. C. of, &c. of the one part, and W. B. of, &c. of the other part, *Whereas* J. L. of, &c. in and by his Indenture of Lease under his Hand and seal bearing date the, &c. in the, &c. for the consideration therein expressed did demise, grant and to Farm let unto G. F. of, &c. his Executors and Administrators all that Messuage or Tenement in, &c. which was set out, severed and divided from the entry and rest of the housing belonging to the Victualling-house wherein T. F. then dwelt, shown by the Sign of the, &c. situate in, &c. of which the said Messuage or Tenement thereby intended to be demised was parcel, and did then, and doth still contain the said several Rooms and Commodities herein after expressed, that is to say, One Cellar divided, one Shop over the said Cellar, one Kitchen behind the said Shop, a little Yard paved behind the said Kitchen, and a Vault or House of Office therein; as they were then Enclosed, one Great Hall or Chamber over the said Shop, one Wainscoted Chamber over the said Kitchen, with another little Room within, and a little Closet over the said Vault, one fair Chamber over the said Hall, one large Chamber over the said Wainscoted Chamber, and a dark Room and two Garrets over the said two Chambers last mentioned; together with all Ways, Easements, Water-courses, Profits, Commodities and Appurtenances whatsoever to the said demised Premises

misses belonging or appertaining, To have and to hold the said demised Premises, and every part and parcel thereof, with the Appurtenances unto the said G. F. his Executors, Administrators and Assigns from the Feast of, &c. for, and during, and unto the full end and term of, &c. from thence next ensuing and fully to be compleat and ended at and under the yearly Rent of, &c. payable Quarterly by equal Portions as in and by the said recited Indenture of Lease amongst divers other agreements therein contained, relation being thereunto had more fully and largely, it doth and may appear. And ~~whereas~~ the said G. F. in and by his Indenture of Assignment or Deed indentured of Mortgage under his Hand and Seal bearing date &c. In consideration of the sum of, &c. of Lawful Money of *England* therein mentioned to be paid to him by the above named J. P. R. R. and T. C. did grant, bargain, sell, assign and set over unto the said J. P. R. R. and T. C. their Executors, Administrators and Assigns as well the said recited Indenture of Lease, and the Messuage or Tenement and Premises, with the Appurtenances therein demised and granted, and all yearly Rents and Profits reserved, due and payable by, or upon any Lease, demise or grant made of the same Premises, or any part thereof. And also all the Estate, Right, Title, Interest, Claim, Demand or term of years then to come and unexpired in and by the said Lease and Premises thereby demised, and every part and parcel thereof, To have and to hold the said recited Indenture of Lease, and the said Messuage or Tenement and Premises in the said Lease granted, and the said recited Indenture of Assignment or Mortgage before mentioned to be bargained, sold and assigned, and every part and parcel thereof with the Appurtenances unto the said J. P. R. R. and T. C. their Executors, Administrators and Assigns from thenceforth forwards for, and during all the rest and residue then to come and unexpired of the said term of twenty years in and by the said recited Indenture of Lease granted as fully and effectually, and in as large and ample manner and form to all intents and purposes as

the said G. F. his Executors or Administrators might or
 ought to have held and enjoyed the same if the said recited
 Indenture of Assignment or Mortgage had never been had or
 made under a certain Proviso or condition of redemption
 therein contained for payment of the sum of, &c. of Law-
 ful Money of *England*, at or upon the, &c. next ensuing
 date of the said Indenture as in and by the said recited
 Indenture of Assignment or Mortgage (amongst divers
 other Covenants, conditions and agreements therein con-
 tained) relation being thereunto had more at large it doth
 and may appear. Which said sum of, &c. Principal was
 not accordingly nor yet is paid whereby the said Messuage
 and Premises with the Appurtenances are become forfeit-
 and absolute in the Law in the said J. P. R. R. T. C. their
 Executors, Administrators and Assigns for the whole residue
 of the said term of, &c. in and by the said recited Inden-
 ture of Lease granted. **Now this Indenture Witnesseth,**
 that the said J. P. R. R. and T. C. for, and in considera-
 tion of the sum of, &c. of Lawful Money of *England* to
 them, some, or one of them in hand, at or before the En-
 closing and delivery of these Presents by the above named
 W. B. well and truly paid, the receipt whereof they the
 said J. P. R. R. and T. C. do hereby acknowledge, and
 hereof and of every part and parcel thereof do clearly ac-
 quit, exonerate and discharge the said W. B. his Executors
 and Administrators, and every of them by these Presents,
 have bargained, sold, assigned and set over, and by these
 Presents they do and every of them doth bargain, sell, assign
 and set over unto the said W. R. his Executors, Administra-
 tors and Assigns as well the said recited Indenture of Lease
 and the said Messuage or Tenement, Rooms and all and sin-
 gular other the Premises thereby demised with the Appur-
 tenances, in and by the said recited Indenture of Assign-
 ment or Mortgage granted, as also all the right, title, in-
 terest, use, possession, rent, Reversion, term of years to
 come, profit, property, claim and demand whatsoever of
 them, the said J. P. R. R. and T. C. and every or any of
 them, or of any other person or persons for them or any

of them, or to their, every, or any of their use or uses or
in, or to the Premisses thereby demised with the Appur-
tenances. And all the Estate, Right, Title, Interest, Use
Possession, Rent, Reversion, term of years to come and
demand whatsoever of them, the said J. P. R. R. and T. C.
and every or any of them by vertue of the said recited In-
denture of Lease and Indenture of Assignment or Mort-
gage, except as in the said recited Indenture of Lease
mentioned to be excepted, To have and to hold the said
recited Indenture of Lease, and the said Messuage or Ten-
ement, Rooms, and all and singular other the Premises
hereby bargained, sold, assigned and set over or mentioned
or intended to be hereby bargained, sold, assigned, and
set over, and every part and parcel thereof, except as is be-
fore mentioned to be excepted unto the said W. B. his Ex-
ecutors, Administrators and Assigns from henceforth for
and during all the rest and residue of the said term of
twenty years in and by the said recited Indenture of Lease
granted and demised as fully and effectually, and in as large
and ample manner and form to all intents and purposes as
the said J. P. R. R. and T. C. or any of them, their
any of their Executors, Administrators or Assigns might
could or ought to have held and enjoyed the same with
their Appurtenances, and every part thereof, subject and
liable nevertheless to the Proviso or condition of Redem-
ption in the said recited Indenture of Assignment or Mort-
gage mentioned and contained. And the said J. P. R. R.
and T. C. for themselves and every of them jointly and
severally, and every of their Executors and Assigns do
Covenant and promise and agree to and with the said W. B.
his Executors, Administrators and Assigns by these Pre-
sents in manner and form following, (That is to say) That
the said recited Indenture of Lease on the day of the date
hereof, and at the time of the Ensealing and delivery here-
of (for and notwithstanding any act or thing committed
or done by them, the said J. P. R. R. and T. C. or any of
them to the contrary) is a good and effectual Lease in the
Law of the Premisses thereby demised for the term there-

granted and (notwithstanding any such act or thing) is and standeth in full force and effect unforfeited, undisturbed and undetermined. And that they, the said R. R. and T. C. or some of them, (notwithstanding any such act or thing committed or done by them or any of them to the contrary as aforesaid) now are or one of them is the true, right and lawful owners or owner of the said recited Indenture of Lease and Premises afore-mentioned and sold with the Appurtenances for the now residue of the said term of twenty years thereby demised, subject only to the Proviso or condition of Redemption contained in the said Indenture of Mortgage contained. And notwithstanding any such act or thing as aforesaid now have they themselves, or some or one of them full power, good right, true title and lawful authority to bargain, sell, assign and set over the said Indenture of Lease and Messuage and Premises afore-bargained and sold with the Appurtenances unto the said W. B. his Executors, Administrators and Assigns for the now residue of the said term of, &c. in such manner as aforesaid. And also that he, the said W. B. his Executors, Administrators and Assigns undertake and according to the payment and performance of the covenants, Conditions, Clauses, Conditions and Agreements in and by the said recited Indenture of Lease reserved and contained which from henceforth on the Tenants or Lessees part and behalf shall grow due and ought to be paid performed, and also subject and lyable to the Proviso or condition of Redemption in and by the said recited Indenture of Assignment or Mortgage contained, shall or they lawfully, peaceably and quietly have, hold, occupy, possess and enjoy the said recited Indenture of Lease, and the said Messuage or Tenement, Rooms and all and singular other the Premises afore hereby bargained and sold with the Appurtenances (except as in the said Indenture of Lease is excepted) from henceforth, for, and during the term and residue yet to come and unexpired of the said term of, &c. in and by the said recited Indenture of Lease contained without the let, suit, denial, eviction, claim, demand,

mand, recovery or Interruption of the said J. P. R. R. and T. C. or any of them, their or any of their Executors, Administrators or Assigns, or any other person or persons lawfully claiming or to claim from, by or under them or any of them, or by or through their or any of their acts, means, consent, neglect or procurement. And the said J. P. R. R. and T. C. are hereby fully, freely and free and clear and freely and clearly acquitted, exonerated and discharged of and from all and all manner of forms and other Bargains, Sales, Gifts, Grants, Leases, Assignments, Mortgages, Settlements, Rents and Arrearages of Rent, and of and from all other Titles, Troubles, Charges and Incumbrances whatsoever had, made, committed, done or suffered by the said J. P. R. R. and T. C. or any of them at any time or times before the day of the date hereof in any wise. The Rents and Covenants, Conditions and Agreements in and by the said recited Indenture of Lease reserved and contained, which from henceforth on the Tenants or Lessees part shall grow due and ought to be paid and performed in such manner as in the said Indenture of Lease is mentioned, only and always excepted and foreprized. And the said W. B. for himself, his Executors, Administrators and Assigns doth Covenant, promise and agree to, and with the said J. P. R. R. and T. C. their Executors, Administrators and Assigns by the Presents. That he, the said W. B. his Executors, Administrators and Assigns shall and will from time to time and at all times hereafter during the now residue of the said term of, &c. by the said recited Indenture of Lease demised, well and truly pay and perform the Rents and Covenants, Clauses, Conditions and Agreements therein and thereby reserved and contained, which on the Lessees and Tenants part and behalf shall from henceforth grow due to be paid and performed in such manner as is therein mentioned, or thereof and therefrom shall and will from time to time, and at all times hereafter well and sufficiently save, defend and keep harmless and indemnified the said J. P. R. R. and T. C. their Executors, Administrators and Assigns, and every of them. *In Witness, &c.*

*Assignment of a Judgment by an Executor with
very proper Covenants.*

WH all Christian People to whom these Presents shall come, *F. L.* of, &c. Son and Executor of the Will and Testament of *H. L.* late of, &c. his late Father deceas'd, sendeth Greeting : Whereas in *Easter Term* the year, &c. he the said *H. L.* obtained a Judgment of *400 l.* besides Costs of Suit in the Court of Common-Bench at *Westminster*, against Sir *P. F.* late of, &c. now deceased as by the Record thereof now remaining in the said Court of Common-Bench relation being thereunto had it hath and may more at large appear, and whereas since the obtaining the said Judgment he the said *H. L.* is since dead, he hath made his Last Will and Testament in writing, and thereof constituted and appointed the said *F. L.* his sole Executor, who hath made Probate of the said Will before competent Ordinary and taken upon him the Execution thereof, by force and vertue whereof the said *F. L.* is become rightfully and lawfully interested in and intituled to the said Judgment of *400 l.* and the whole Profit and benefit thereof as Executor to his said Father : Now know ye that the said *F. L.* for and in consideration of *200 l.* &c. hath him satisfied and paid or secured to be satisfied and paid, for divers other good causes and considerations him unto moving hath granted, assigned and set over, and these Presents doth grant, assign and set over unto *H. L.* of, &c. his Executors, Administrators and Assigns, well the said Judgment of *400 l.* as also the profit, benefit and advantage, Sum and Sums of Money whatsoever the said *F. L.* may any ways have or claim, challenge demand, or which shall hereafter be gotten or obtained on or by reason of the said Judgment, or of any Execution, Extent, Re-extent thereupon to be had or sued, executed or obtained, and all the Estate, Right, Title, Interest

Interest and demand whatsoever which he the said *F. L.* hath or ought to have or claim of, in, or to the said Judgment or any Money, Lands, Tenements, or other thing which by vertue thereof, or of any Process or Proceeding thereupon, are or shall be recovered, gotten, extended or obtained. And the said *F. L.* doth by these Presents make ordain, constitute and appoint the said *N. K.* his true and lawful Attorney and Assignee for him and in his Name take out Execution upon the said Judgment, or to procure any Execution, Process or Extent already sued for or otherwise to compound or agree with the Heirs, Executors or Assigns of the said *Sir P. F.* or any other persons or persons for the same as to his said Attorneys, his Executors and Assigns shall be thought fit and convenient, and upon satisfaction given, or any other end, composition or agreement made concerning the Premises to acknowledge satisfaction, or to make and give any other release or discharge for the same. And further to do all and every other act and acts, thing and things whatsoever which shall be requisite and needful to be done in or about the Premises so fully as the said *F. L.* might or could do the same, being Personally present at the doing thereof, and the said *F. L.* for himself, his Executors and Administrators, and every of them doth Covenant, promise and grant to do with the said *N. K.* his Executors and Administrators, and every of them by these Presents that he the said *F. L.* his Executors and Administrators, and every of them shall and will justifie, allow, ratifie and perform all and whatsoever the said *N. K.* his Executors and Administrators shall lawfully do or cause to be done in or about the Premises and that neither he the said *F. L.* his Executors nor Administrators, nor any of them will revoke or make void the Letter of Attorney, nor any Authority hereby given to the said *N. K.* his Executors or Administrators, nor hereafter meddle or sue for the said Debt or Judgment farther or otherwise than as the said *N. K.* his Executors and Administrators shall direct or advise. And farther that at the Sealing and delivery of these Presents the said Judgment

is and remains unpaid and unsatisfied, and that he
 said *F. L.* or the said *H. L.* his late Father have not nor
 at any time heretofore released, discharged or made
 the said Judgment, nor that the said *F. L.* his Execu-
 or Administrators shall or will at any time hereafter
 ease, discharge or make void the said Judgment or Sums
 Money thereby recovered, or any part thereof, or any
 execution or Extent thereupon had or to be had, nor other-
 do or suffer to be done any act or thing whatsoever
 shall or may be any ways prejudicial to the said Judg-
 ment, or impeach the validity thereof, or any other law-
 course that shall be had or prosecuted upon or by reason
 the same Judgment by the said *M. K.* his Executors or
 Assigns, unless it be by the request, and by and with the
 consent of the said *N. K.* his Executors or Assigns first had
 writing under his and their Hands and Seals. And
 moreover that it shall and may be lawful to and for the
 said *N. K.* his Executors, Administrators and Assigns, to
 give and take, receive, detain and keep to his and to their
 own use and uses all such benefit, Sum and Sums of Mo-
 ny as shall be had, taken or received upon or by reason of
 the said Judgment, or any Execution or Extent thereupon,
 without any account or other recompence thereof or there-
 to be had or made in any wise. And also that he the
 said *F. L.* upon request and Costs of the said *N. K.* his Exe-
 cutors and Administrators shall and will acknowledge sa-
 tisfaction upon the said Judgment. And the said *N. K.* for
 himself, his Heirs, Executors and Administrators doth by
 these Presents Covenant, grant and agree to and with the
 said *F. L.* his Executors and Administrators that he the
 said *N. K.* his Heirs, Executors or Administrators, some
 or one of them shall and will at all times hereafter save,
 defend, keep harmless and indemnified him the said *F. L.*
 his Executors and Administrators, and his and their Lands
 and Tenements, Goods and Chattels, and Hereditaments
 whatsoever of and from all and all manner of Costs and
 Charges, Suit, trouble and losses whatsoever that shall or
 may happen to or against him the said *F. L.* his Executors
 and

and Administrators, or any of them for or by reason concerning or relating to the said Debt, Judgment, or Execution, Prosecution, matter or thing to be had or taken forth by the said N. K. his Executors, Administrators or Assigns, or any of them, or by his, their, or any of their procurement by colour or reason of the said Premises. (You may add a Covenant for farther assurance to corroborate the Title of the said N. K. to the said Judgment *In Witness, &c.*

An Assignment of a Policy of Insurance Redeemable as the House Mortgaged was.

TO all to whom these Presents shall come, I F. B. of, &c. send Greeting : Whereas by a certain Instrument or Policy of Insurance marked Number (630) bearing date the fourth day of May Instant, it is Witnessed that I the said F. B. am become party to the Agreement for securing Houses from Loss by Fire, by mutual contribution and consideration of 18 s. 3 d by me in Hand paid to J. H. of, &c. Esq; and H. S. of, &c. being the whole Annual Payments for securing the Sum of 200 l. to me the said F. B. my Executors, Administrators and Assigns, on a Brick-house situate on the East-side of, &c. known by the Sign of the, &c. now in my Possession for the term of seven years according to the true intent and meaning of one Indenture or Deed purporting a Method and Rules for securing Houses from Loss by Fire, bearing date the 28th of August, Anno Dom. 1684, made between W. H. and H. S. of the one part, and the Right Worshipful Sir Hen. Tulse late Lord Mayor of the City of London of the other part, Inrolled in the High Court of Chancery, And whereas the said J. H. and H. S. do by the said recited Policy desire, direct and appoint the Trustees aforesaid, according to the said Indenture to pay and satisfy unto me the said F. B. my Executors, Administrators and Assigns, the Sum of 200 l. at the end of sixty days after the said House shall be burnt down,

...n, blown up, demolished or damnified by or by rea-
 ...or means of Fire in such manner as thereby is menti-
 ...and expressed. As in and by the said Policy of In-
 ...nce, relation being thereunto had it may more at large
 ...ar. Now know ye that I the said F. B. for divers
 ...Causes and Considerations me hereunto moving,
 ...given, granted, assigned and set over unto J. F. of
 ...Parish, &c. the said Policy of Insurance, and the said
 ...of 200 l. thereby Ensured, and all my Right, In-
 ...st, Claim and Demand whatsoever therein or there-
 ...on which I my Executors or Administrators at any
 ...hereafter can, shall or may have claim, challenge or
 ...and by vertue or means of the said Policy of Insu-
 ...e, and the Sum of Money thereby assured as afore-
 ...in any manner or wise whatsoever, subject neverthe-
 ...and to be Redeemed and Redeemable with the
 ...suage or Tenement thereby, and by these Presents
 ...nt and intended to be Ensured, the same being now
 ...rtgaged by me the said F. B. unto him the said T. F. *in*
 ...ess whereof, &c.

A Lease

A Lease for Ninety nine years if three Lives be so long, and an Assignment thereof in Trust to an Infant, for the securing 170 l. by way of Mortgage, with several special Covenants, (the Mortgage being the Money of the Infant.)

This Indenture made, &c. Between Sir *John Trelawny* Baronet, now Lord Bishop of Exeter, the one part, and *Richard Pyne* of, &c. of the other part Witnesseth that the said Sir J. T. for and in consideration of 500 l. of lawful Money of England to him in hand paid by the said R. P. at and before the Sealing and delivery of these Presents, the receipt whereof, &c. hath Demise Leased, set and to Farm-let unto the said R. P. all that, &c. except Timber-Trees of Oak, Ash and Elm, with liberty to cut and carry away the same, &c. *Habund'* to the said R. P. his Executors, Administrators and Assigns from the 25th day of *March* last past, for and during the term of Ninety nine years from thence next ensuing, and fully to be compleat and ended, if, and so that the said *Richard Pyne* and *Susannah Pyne* Daughter of the said *Richard Pyne*, and *Denzill Pyne* Brother of the said *Richard Pyne*, or any one of them either of them shall so long happen to live, yeilding and paying, &c. and an Herriot or 3 l. 10 s. in lieu thereof at the Election of the said Sir J. Tr. Provided that no Sum of Money in lieu thereof to be paid upon the death of them the said *Susannah Pyne* or *Denzill Pyne* living the said R. P. And the said R. P. Covenants, &c. to do Suit to the Court or Courts of the said Sir J. Tr. his Heirs and Assigns to be holden and kept for the Mannor of M. as oft as any Court or Courts shall be there holden and kept upon reasonable warning, and shall be ruled and ordered by the same Court as other Tenants of the said Mannor are and have been accustomed to be during the said term hereby granted; and also shall and will Give

all his and their Corn or Grain that shall be spent in and upon the said Demised Messuage at the Mill and Mills of the said Sir J. Tr. his Heirs and Assigns within the said Mannor commonly called P. Mills. Covenants to repair the said Messuage, Barn, Stable, Out-houses, &c. to and for the doing of which it shall and may be lawful to and for the said R. P. his Executors, Administrators and Assigns to have and take Timber growing in and upon the said Premisses by delivery of the said Sir J. Tr. his Heirs and Assigns. And if it shall happen that the said yearly rent of, &c. or any part or parcel thereof to be behind and unpaid by the space of six Calendar Months, and sufficient distress in and upon the said demised Premisses by all that time may or can be found whereby the said rent with the Arrearages thereof (if any be) may or can be levied, or if the said R. P. his Executors, Administrators or Assigns shall do any act or acts, thing or things, which shall or may be hurtful or prejudicial to the Estate of Inheritance of the said Sir J. Tr. his Heirs and Assigns, when it shall and may be lawful to and for the said Sir J. Tr. his Heirs and Assigns into all and singular the said demised Premisses, or into any part thereof in the name of the whole wholly to re-enter, and the same to have again, re-possess and enjoy as in his or their former Estate, any thing to the contrary notwithstanding. And the said Sir J. Tr. his Heirs and Assigns all and singular the said Messuage, &c. in manner and form afore said granted, and by and under the covenants, Covenants, Articles and Conditions afore said for and during the term afore said unto the said R. P. his Executors, Administrators and Assigns as well against the high and chief Lord and Lords of the Fee thereof for all manner of Rents, Suits and Services issuing or going out of or to be paid or performed of or for the said Demised Premisses, or of or for any part or parcel thereof, as also against all other People or Persons whatsoever for all manner of Titles, Charges or Incumbrances whatsoever during the term afore said hereby granted, shall and will

G

warrant,

warrant, acquit, and for ever by these Presents defend. *Witness, &c.*

The Assignment.

This Indenture made the 22d day of *August*, *Ann*
Dom. 1691, and in the year of the Reign, &c. Be-
 tween R. P. of, &c. of the one part, and B. M. of, &c.
 Spinster of the other part, *Witnesseth*, that the said R. P.
 for and in consideration of the Sum of 170 l. of good and
 Lawful Money of *England*, to the said R. P. in hand paid
 by the said B. M. at and before the Sealing and Executing
 of these Presents, being the proper Moneys of L. C. In-
 fant, and under the age of twenty one years, and by an
 Order of the Honourable Court of *Chancery* bearing date
 the 16th day of *July* in this present year of our Lord 1691,
 to be placed out at Interest for the said Infants benefit, the
 receipt whereof the said R. P. doth by these Presents ac-
 knowledge, and thereof and of every part thereof doth
 here releate, acquit and discharge the said B. M. her Execu-
 tors and Administrators, for ever by these Presents, and for
 divers other good causes, &c. hath granted, assigned and
 set over, and by these Presents doth grant, assign and set
 over unto the said B. M. her Executors, Administrators and
 Assigns, in Trust nevertheless and for the benefit and be-
 hooft of the said L. C. all that Messuage, &c. all Timber-
 trees of Oak, Ash or Elm now growing, standing or be-
 ing, or which shall or may hereafter stand, grow or be
 and upon the said Demised Premises, or any part or par-
 cel thereof, always excepted and foreprized, *Habund* &c.
 unto the said B. M. her Executors, Administrators and As-
 signs for and during the term and unto the full end and
 term of fourscore and nineteen years to be computed from
 the five and twentieth day of *March*, which was in the year
 of our Lord 1682, if he the said R. P. S. P. Daughter
 of the said R. P. and D. P. Brother of the said R. P. or any
 of them shall so long happen to live, she the said B. M. her
 Executors

Executors, Administrators and Assigns, yielding and paying, and performing unto Sir J. T. now Lord Bishop of Exeter, his Heirs and Assigns, all such Rents, Duties, Customs, Services and Covenants as on the part and behalf of the said R. P. his Executors, Administrators and Assigns are to be yielded, paid and performed by vertue of a Lease of the Premises bearing date the fourth day of June in the fourth year of the Reign of the late King Charles the Second, and made between the said Sir J. T. Baronet, and now Lord Bishop of Exeter, of the one part, and the said R. P. then servant to the Right Honourable John Earl of Bath of the other part, Provided nevertheless that if the said R. P. his Executors, Administrators or Assigns shall pay or cause to be paid unto the said B. M. her Executors, Administrators and Assigns the Sum of 180 l. and 4 s. in manner following, (that is to say) &c. then the said Indenture of Assignment and all the Estate therein and thereby granted shall cease and be void, any thing, &c. [Covenant to pay the Money at the times and place aforesaid] And the said R. P. for himself, his Executors, Administrators and Assigns doth by these Presents, Covenant, grant and agree to and with the said B. M. her Execut. Administr. and Assigns: That notwithstanding any thing done or willingly suffered or permitted to be done by him the said R. P. or any other Person or Persons claiming by, from, or under him the said Messuage, &c. and Premises and every part and parcel thereof, is and are free and clear from all manner of Charges and Incumbrances whatsoever, other than what are contained and expressed in the said original Lease of the Premises, bearing date on the said fourth day of July in the said thirtyfourth year of the Reign of the said late King Charles the Second as aforesaid, and that at the time of the executing this present Deed of Assignment he hath in himself good right and lawful Authority to grant, assign and set over the said hereby granted and assigned, or meant mentioned or intended to be hereby granted and assigned Premises, with their and every of their Appurtenances unto the said B. M. her Executors, Administrators

and Assigns in manner and form aforesaid. And also that he the said R. P. his Executors, Administrators and Assigns shall and will within the space of seven years next ensuing the date hereof make, do and execute before default made of the payment of the said Sum of 180 l. 4 s. at the days and times aforesaid, and *under the Trusts and subject to the Rents* at the Costs and Charges of him the said R. P. his Executors, Administrators and Assigns, and after such default at the Costs and Charges of the said B. M. and L.C. or either of them, all and every such farther and other reasonable act or acts, thing or things, demises and assurances in the Law whatsoever for the better and more sure conveying and assigning unto the said B. M. her, &c. as by Counsel Learned in the Law of the said B. M. shall be reasonably devised, advised and required for and during all the residue of the said term of ninety nine years dependent on three Lives as aforesaid, and under the Trusts and subject to the Rents, Services and Covenants as are referred to be done, paid and performed by the said R. P. in and by the said Original Lease above mentioned. And the said R. P. doth for himself, his Executors, Administrators and Assigns, Covenant, grant and agree to and with the said B. M. her Executors, Administrators and Assigns, that in case one or more of them the said R. P. S. P. and D. P. shall happen to die before the said 24th day of June, which shall be in the year of our Lord 1692; or in case of default of payment of the said Sum of 180 l. 4 d. as aforesaid, or if one or more of them the said R. P. S. P. and D. P. shall happen to die before the said R. P. his Executors, Administrators or Assigns be foreclosed of his or their equity of Redemption, That he the said R. P. his Executors and Administrators shall and will at the request of the said B. M. her Executors, Administrators and Assigns consent to and joyn with the said B. M. her Executors, Administrators and Assigns in a Surrender of the said Mortgage, &c. unto the said Sir J. Tr. his Heirs and Assigns, and procure a new Lease of the Premises for the term of ninety nine years from the date of such new Lease determinable

inable upon three such Lives as the said B. M. her Executors, Administrators and Assigns, shall nominate and appoint, and to be subject to the Redemption of the said L. P. his Executors, Administrators and Assigns, and without any other Charges and Incumbrances upon the said Premises, than the same are at this present subject to by virtue of the said Lease, bearing date the said fourth day of June in the said 34th year of the Reign of the said late L. Ch. 2. as aforesaid; And the said R. P. further for himself, his Executors, Administrators and Assigns, doth Covenant, grant and agree to and with the said B. M. her Executors, Administrators and Assigns, on the part and behalf of the said L. C. and B. M. Sister of the said L. C. that in case he the said R. P. shall happen to depart this natural Life before the said Sum of 184 *l.* 4 *s.* be paid and satisfied, and the Premises cleared and discharged of and from the same, that then he the said R. P. shall and will by Deed or other security made and executed in his life-time, or otherwise by his Last Will and Testament secure or bequeath unto the said L. C. and B. M. his Sister the Sum of 80 *l.* of Lawful Money of England, to be paid to the said L. C. and B. M. their Executors, Administrators and Assigns, proportionably within six Months after the death of the said R. P. and the said R. P. doth further Covenant and grant to and with the said B. M. her Executors, Administrators and Assigns, that the Premises hereby Mortgaged shall stand and be a Security for the true payment of the said 50 *l.* according to the meaning and intent above written. *In Witness,*
cc.

Awards.

An Award where the Difference was put to Arbitrators, and they not ending it to choose an Umpire to end it.

Whereas there is a certain Difference or Controversie depending or being, Between J. B. of the one part, and J. S. of the other part, for and concerning certain matters and things mentioned in the Obligation hereafter recited for the appealing and final ending whereof, and for avoiding expence in Suits of Law, the said parties in Controversie did of their mutual consents and agreements refer themselves and their said Controversies to the order, final end and award of G. S. and J. C. so as such their end and award of, and upon the Premises were made and given up by them the said Arbitrators under their Hands and Seals in Writing, Indented on or before, &c. And if the said Arbitrators of and upon the Premises could not agree, neither any end thereof made within the time to them limited, then the said parties in Controversie did refer themselves and their said differences to the Award, Umpirage and Judgment of such indifferent Umpire as the two Arbitrators should for that purpose nominate, appoint and choose, so that the same were given up under his Hand and Seal in Writing, Indented on or before the, &c. And further, &c. as in and by the Obligations bearing date, &c. wherein and whereby the said parties in Controversie became reciprocally bound in the Sum or penalty of, &c. for true performance of the Premises as may thereby appear. And whereas the said two Arbitrators having taken pains and Labour in the business in

Con-

Controversie, and seen and examined the Proofs, Allegations and Demands of the said parties in Controversie by reason of some important occasions they were prevented, so that they could not give up and make their Award within the time to them limited, yet being willing that a good and final end might be made therein have delivered their own Opinions concerning the Premises unto S. H. who is Umpire appointed and chosen by the said Arbitrators to end and determine the Premises between the said parties in Controversie. Now know all men by these presents, That I, the said S. H. taking upon me the charge and Umpirage and minding as much as in me lyes to end quiet all the same Controversies, having considered and examined the Proofs, Allegations and Demands of the said parties in Controversie, and with due care and deliberation of the Premises have made and given up, and by these presents do even the day of the date hereof make and give up this my Umpirage and Judgment of the Premises in manner and form following, (That is to say) *Imprimis*, I do Award, Order, Decree and Judge by these Presents, that, &c. dated, &c.

An Award where the Controversies were referred to the deciding of certain men by a Commission in Chancery.

TO all People to whom this Writing of an Award Indented shall come, H. H. of, &c. sendeth greeting: Whereas divers Controversies, Suits and Demands have heretofore been and are yet depending in Suit, question or variance between J. R. and W. R. Plaintiffs, and S. T. and G. G. Defendants, for the better and speedier ending and determining whereof there was a Commission granted out of his Majesties Court of Chancery, and directions to call before us the parties aforesaid, and their Witnesses, and all their said differences to hear, determine and finally and absolutely if we could to determine or otherwise:

wife under our hands to certifie into the said Court our proceedings therein, as by the said Commission more at large appeareth. And ~~Whereas~~ afterwards the said J. and G. G. for the more full and better performance of such end as we should make between the said parties in difference of and upon the Premises did voluntarily submit themselves, and their differences unto the Award Arbitration and end of us the said H. H. &c. and by their several Obligations bearing date the, &c. last past before the date hereof became bound either to other respectively in the Sum of, &c. apiece for true performance (by all the said parties in Controversie) of such end and Award as we the said Arbitrators should make therein, so as the same our Award, Arbitrament, Ordinance, Rule, Determination and Judgment of us these Arbitrators, of and upon the Premises were made and given up in Writing Indented under both our Hands and Seals ready to be deliver'd to the parties in Controversie requiring the same on or upon the &c. as in and by the said recited Obligations and Conditions more at large appeareth. Now know ye that we the said Arbitrators in obedience to his Majesty's said Commission, and for speedier ending of these Differences according to the said Commission, and the submission made by the said parties in Controversie unto us in that behalf taking upon us the charge and business in this our Award; and having seen, heard, perused and thoroughly examined the said parties, and with mature Deliberation had of the matters in Controversie, and of all other Proofs, Accompts, Allegations and Demands on both parts. And minding as much as in us is to end and quiet all the said Controversies, have made and given up, and by these Presents even the day of the date hereof do make and give up this our Award and Arbitrement of and upon the Premises in manner and form following. (That is to say) First, we Award, Order, Decree, and judge by these Presents, that the said G. G. his Executors or Assigns, or some of them shall well and truly pay or cause to be paid unto the said J. and W. B. or one of them, their or one of their Executors

ers or Assigns, at or within, &c. the Sum of, &c. on before the, &c. for the full payment, satisfaction, and charge of and for all Reckonings, Suits, Challenges, Accpts, Actions and Demands whatsoever between the Parties in Controversie. And likewise that all Suits Accompts now depending between the said parties in Controversie shall be with all convenient speed withdrawn the parties Plaintiffs in the same. And we do further Award, Order, Decree and Judge by these Presents, that the said G. G. his Executors and Administrators shall on or before, &c. in due and lawful manner make, seal, and as Act and Deed deliver unto, and for the use of the said W. B. their Executors and Administrators a General Acquittance, Release and discharge of and for all and all manner of Actions, Suits, Debts, Accompts, Reckonings, Forfeitures, Trespasses and Demands whatsoever from the beginning of the world to the day of the date of the Acquittance. And lastly we do Award, Order, Decree and Judge by these Presents, that the said T. B. his Executors or Administrators shall within twenty days next request made unto him or them in their own persons in due and lawful manner make, seal and deliver unto and for the use of the said G. G. their Executors or Administrators a General Acquittance, Release and discharge of and for all and all manner of Actions from the beginning of the world till the day of the date of, &c. *In Witness,*

Bills.

Bills of Sale.

*A Bill of Sale conditionally for better Security
Sum of Money secured to be paid, by 40 l. with
Covenant to ensure the Ship for all Voyages
made with her till the Money be paid at the
gainers Costs.*

This Indenture made, &c. Between J. P. of
Merchant, of the one part, and J. L. of
Merchant, of the other part: Whereas the said J. P.
and by four several Obligations all of them bearing
the day of the date of these Presents standeth bound
J. L. in four several Sums of, &c. apiece, every one
of them severally conditioned for payment unto the said
his Executors, Administrators and Assigns, at, or within
&c. of the several Sums of Lawful Money of England
the several days of payment hereafter mentioned. To
to say, in and by the first of them for payment of
Sum of, &c. in and by two other of them for payment
the Sum of, &c. And in and by the fourth of them
payment of the Sum of, &c. on the, &c. next following
which shall be in the year of our Lord God, &c. And
and by the said several recited Obligations and Conditions
more at large may appear. Now this Indenture Witnesseth
that for the better Security of payment of the several
of Money unto the said J. L. his Executors and Assigns
according to the Tenor of the Conditions of the said recited
Obligations he the said J. P. hath granted, bargained, sold,
sold, And by these Presents doth grant, bargain and sell
unto the said J. L. &c. To have, hold and enjoy the
&c. and all other the above bargained Premises unto
said J. L. his Executors, Administrators and Assigns

their own proper use and uses for ever, Provided al-
 and upon condition that if the said J. P. his Execu-
 Administrators or Assigns, or any of them shall
 and truly pay or cause to be paid unto the said
 his Executors, Administrators or Assigns at, or with-
 c. the several Sums of Money herein before menti-
 on the several days of payment before specified ac-
 cording to the effect and true meaning of the said several
 covenants and Conditions, and every of them, Then the
 Bargain and Sale of the Premises hereby made and
 every thing else herein contained on the part and behalf of
 the said J. P. his Executors or Administrators granted or to be
 performed, shall cease, determine and be utterly void and
 of no effect to all intents and purposes, any thing afore-
 said to the contrary notwithstanding. And the said J. P.
 him, his Executors and Administrators doth Covenant
 grant to and with the said J. L. his Executors and Ad-
 ministrators by these Presents, That he the said J. P. at
 the time of the Ensealing hereof is true, sole and lawful
 owner of the said, &c. and of all other the said bargained
 Premises, and hath in himself full power and authority to
 buy and sell the same unto the said J. L. in manner and
 form aforesaid. And that the said, &c. and all other the
 bargained Premises at the time of the Ensealing and
 every of these Presents are and be, and so from hence-
 forth shall be, remain, continue and endure unto the said
 his Executors and Assigns under the Condition and
 proviso aforesaid free and clear, and freely and clearly ac-
 quitted, exonerated and discharged of and from all and all
 manner of former and other Bargains, Sales, Gifts, Grants,
 Leases, Titles, Troubles, Conveyances and Incum-
 brances whatsoever had, made, committed or done by
 the said J. P. at any time before the Ensealing hereof.
 And it is agreed between the said parties to these Presents,
 that the said J. P. for him his Executors and Administra-
 tors doth Covenant, grant and agree to, and with the said
 his Executors and Administrators by these Presents,
 that he the said J. P. shall and will at his and their own
 proper

proper Costs and Charges according to the Custom of Merchants from henceforth in the name of the said J. assure the said, &c. and all other the above bargained Premises for, and during all such Voyages as the said J. shall make until, &c. which shall, &c. or until the said J. L. his Executors or Assigns shall be by the said J. P. his Executors or Assigns paid the said several Sums of Money aforesaid in full discharge of the said four several Obligations and every of them which last shall happen, and from time to time pay the assurers all such Money as shall be in that behalf set down and agreed upon. *In Witness* &c.

A Bill of Debt.

K Now all men by these Presents, That I A. B. &c. do owe and am indebted unto C. D. of, &c. the Sum of, &c. of lawful Money of *England* to be paid to the said C. D. his certain Attorney, Executors and Assigns on the thirtieth day of *January* next ensuing the date hereof. To the which payment well and truly to be made I bind my Heirs, Executors and Administrators firmly by these Presents. Sealed with my Seal, and dated the, &c. in the year of our Lord God, &c. And in the one and thirtieth year of the Reign of our Sovereign Lord *Charles* the Second, King of *England*, &c. Sealed and delivered in the presence of

A Bill of Sale upon condition.

NOW all men by these Presents, That I M. B. for, and in consideration of the Sum of, &c. of Lawful Money of *England* to me in hand at and before the Ensigning and delivery of these Presents by C. D. of, &c. and truly paid and satisfied, the receipt whereof I said A. B. do hereby acknowledge accordingly, Have granted, bargained and sold, and in plain and open Market delivered, and do hereby grant, bargain, sell, and in open Market as aforesaid deliver unto the said C. D. one Gold Chain of the value of, &c. To have and to hold the said Chain of Gold hereby bargained and sold unto the said C. D. his Executors, Administrators and Assigns as his own proper Goods and Chattels to his and their own proper use and behoof for ever with Warranty against all persons whatsoever by these Presents: Provided always upon condition that if I the said A. B. mine Executors, Administrators and Assigns, or any of them shall well and lawfully pay or cause to be paid unto the said C. D. his Executors, Administrators and Assigns, the Sum of, &c. of Lawful Money of *England* on the, &c. next ensuing the date hereof at or within, &c. Then this Writing or Bill of Sale shall be void and of none effect, or else to stand in full force and vertue.

A Bill of Sale absolute.

NOW all men by these Presents, That I M. H. of *L. Widdow*, late Wife and now Executrix of the late Will and Testament of R. H. of, &c. deceased, for and in consideration of the Sum of, &c. of Lawful Money of *England*, to me in hand at and before the Ensigning and delivery of these Presents by W. H. of *L. Gent.* well and

and truly paid, the receipt whereof I the said M. do hereby acknowledge, and for the altering of the property of the Goods and Chattels hereafter mentioned; as for other good considerations me hereunto moving, Have given, granted, bargained and sold, and by these Presents do give, grant, bargain and sell unto the said W. H. all and singular such Goods, Plate, Jewels, Beds, Bedding, &c. and other Goods and Chattels whatsoever, in the possession of me the said M. H. or of any other Person or Persons in my use, or which were late the Goods and Chattels of my said Husband deceased, and now are to me belonging by virtue of the last Will and Testament aforesaid; To have and to hold the said bargained Premises unto the said W. H. his Executors, Administrators and Assigns, as his and their own Goods and Chattels for ever. *In Witness, &c.*

A Sale of part of a Ship conditional.

TO all People, &c. I A. B. of, &c. send Greeting. Know ye, that I the said A. B. for and in consideration of the Sum of, &c. Have granted, bargained and sold, &c. Now upon a Voyage for Venice, whereof R. S. or was lately Master, and one full, &c. Parcel, Second Freight, Profit, Proceed and Furniture to the said Ship belonging or appertaining, To have, hold and enjoy the said &c. for ever. **Provided** always and upon Condition that the said A. B. mine Executors, Administrators or Assigns or any of us shall well and truly pay or cause to be paid unto the said J. M. his Executors, Administrators or Assigns for and in redemption of the Premises the Sum of, &c. of Lawful Money of England on the, &c. next coming after the date of these Presents at or within, &c. Then the grant, bargain and sale of the Premises hereby made and every thing else herein contained on the part and behalf of me the said A. B. mine Executors or Assigns granted or to be performed shall cease, determine and be utterly void, frustrate and of none effect to all intents

purposes, and shall be redelivered to me the said *A. B.* cancelled (any thing herein contained to the contrary of in any wise notwithstanding.) And if the said Ship happen to miscarry, be lost or cast away (which God forbid) before her return into the Port of *London*, or that the return of the said Ship into the Port of *London*, the hereby bargained Premisses shall not be found and appraised of the full value of, &c. at the least, whereby the said *J. M.* his Executors or Assigns shall not take such profit of the Sale as he may be hereby satisfied of the aforesaid, Then and in such case the said *A. B.* for his Executors and Administrators and every of them Covenant and grant to and with the said *J. M.* his Executors, Administrators and Assigns by these Presents, that he the said *A. B.* his Executors, Administrators or Assigns, or some of them shall well and truly pay or cause to be paid unto the said *J. M.* his Executors, Administrators or Assigns at the place aforesaid the Sum of, &c. of like money on the, &c. next coming, any thing herein contained to the contrary thereof in any wise notwithstanding. *Witness*, &c.

Bill of Sale of a Ship for the better Security of Money payable by Bond upon return of a Ship from a Voyage.

¶ **All People to whom these Presents shall come,** *S. D.* Marriner sendeth Greeting, **Whereas** the said *S. D.* is intended shortly to go forth to Sea upon Voyage to the *Straights* in the good Vessel called the, &c. **And Whereas** the said *S. D.* in and by one Obligation bearing date the day of the date hereof standeth bound unto *W. P.* of, &c. in the penalty of, &c. of Lawful Money of *England*, with condition there under written for payment of, &c. of like Money at or in, &c. on the, &c. next coming after the date hereof or within ten days next after

after the arrival of the said S. D. or of the said Vessel to *England* from the Voyage aforesaid which of the two shall first or next happen to be or come. As in and by the said recited Obligation and Condition more plain may appear. And ~~Whereas~~ the said S. D. affirmeth that he is owner of the fourth part of the said Vessel, the *Sea Adventure*. And also of the fourth part of all and every the Boat, Masts, Sails, Sail yards, Anchors, Cables, Cords, Ropes, Gun-powder, Artillery, Shot, Tackle, Apparel and Furniture to the said Vessel belonging or in any wise appertaining. ~~Now know ye~~ that I the said S. D. for better security and more sure payment unto the said W. P. at the place aforesaid of the said Sum of, &c. on the said, &c. next ensuing or within ten days next after the first arrival of the said Ship in *England* from the Voyage aforesaid which of those times shall first and next happen to be or come according to the Condition of the said recited Obligation and for divers good causes and valuable considerations thereunto moving, Have granted, bargained and sold, and by these Presents, Do grant, bargain, sell and transfer unto the said W. P. his Executors and Assigns the said fourth part of the said Vessel and all the aforementioned Premises. To have, hold and enjoy the said fourth part of the said Vessel, and all other the above bargained Premises unto the said W. P. his Executors and Assigns for ever. ~~Provided~~ always and upon this Condition nevertheless that if I the said S. D. my Executors, Administrators and Assigns, or any of us shall well and truly pay or cause to be paid unto the said W. P. his Executors or Assigns at or within, &c. the said Sum of, &c. of Lawful Money of *England* on the said, &c. next ensuing, or within ten days next after the arrival of the said S. D. or of the said Vessel in *England* from the Voyage aforesaid which of these two shall first and next happen to be or come, according to the Condition of the said recited Obligation, then as well the said recited Obligation as these Presents and every thing therein and hereunto contained shall cease, determine and be utterly void and of none effect to all intents and purposes, whatsoever (as

ing herein contained to the contrary thereof in any wise notwithstanding.) And I, the said S. D. for me mine Executors and Administrators, and for every of us do Covenant, grant and agree to and with the said W. P. his Executors, Administrators and Assigns by these Presents, that at the Sealing and delivery hereof I am the true and lawful Owner of the said fourth part of the said Vessel, and all other the said Bargained Premises, and that I have full power to grant and assign the same as aforesaid. And further that the said fourth part of the said Vessel, and all other the said Bargained Premises now are and be, and so from henceforth under the condition or proviso aforesaid shall be, remain, continue and enure unto the said W. P. his Executors and Assigns free and clear and clearly acquitted, exonerated and discharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Titles, Troubles, Debts, Charges and Incumbrances whatsoever had made, committed or done by me the said S. D. or any other Person or Persons whatsoever by my means, gift, title, consent or procurement. *In Witness, &c.*

A Bargain and Sale of several Commodities.

Of WOOL.

This being of frequent use amongst Country-Farmers, and the proper way of contracting for the same not being very usual.

This Indenture made, &c. Between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, Witnesseth that the said A. B. for the consideration hereafter mentioned, hath granted, bargained and sold, and by these Presents doth grant, bargain and sell unto the

H

said

said C. D. his Executors, Administrators and Assigns, All the Wools of the proper growth of the Sheep of the said A. B. this present year of our Lord, &c. being by Estimation the Wool of 3000 Sheep or thereabouts, at the price of, &c. by the Tod, all the same Wools to be weighed by the half Sack, which is six Tods and an half or a Draught, and at every second Draught to allow unto the said C. D. his Executors and Assigns one Fleece of Wool for over-weight according as the use and custom amongst Dealers hath heretofore been at, &c. And it is agreed that all the said Bargain of Wool shall be well washed and wrought by a sworn Man at the Charges of the said A. B. as the Wools of the said A. B. have heretofore accustomedly been.

In consideration of which said Bargain and agreement, the said C. D. hath at the time of the execution of these Presents actually and in hand paid and delivered to the said A. B. the Sum of 300 l. of Lawful Money of England, the receipt whereof the said A. B. doth by these Presents acknowledge.

And the said A. B. for himself, his Executors, Administrators and Assigns, Covenant, grant to and with the said C. D. his Executors and Assigns by these Presents, that he the said A. B. his Executors, Administrators and Assigns at his and their own proper Costs and Charges shall and will well and truly deliver or cause to be delivered to the said C. D. his Executors or Assigns all the said Bargain of Wools of the said kind and growth with the allowance of one Fleece of Wool for over-weight as aforesaid, and well washed and wrought as aforesaid at or before the last day of the Month of O. next ensuing the date hereof at, &c. situate in, &c. aforesaid.

And the aforesaid C. D. for himself, his Executors, Administrators and Assigns, doth Covenant and grant to and with the said A. B. his Executors, Administrators and Assigns that he the said C. D. his Executors, Administrators and Assigns, at and upon the full delivery of the said Bargain of Wools at, &c. aforesaid shall and will well and truly

only content and pay or cause to be contented and paid to the said *A. B.* his, &c. all the rest and residue of all such Sums of Money as the said Bargain of Wools at the price above specified shall amount unto over and above the said 100 *l.* paid and disbursed by the said *C. D.* to the said *A. B.* afore hand upon the said Bargains of the said Wools as aforesaid.

And the said *A. B.* further for himself, his Executors, Administrators and Assigns, doth Covenant, grant and agree to and with the said *C. D.* his Executors, Administrators and Assigns, That in case the said Bargain of Wool and upon the delivery thereof as aforesaid shall not amount to the full Sum of 300 *l.* after the rate and price &c. *per Todd* as is above agreed, that then he the said *B.* his, &c. at or upon the delivery of the said Wools, shall well and truly content, satisfy and pay back or cause to be contented, satisfied and paid back unto the said *C. D.* his Executors and Assigns all such Sum and Sums of Money shall want and fall short of the said Sum of 100 *l.* before and paid at the rate and price aforesaid. *In Witness, &c.*

Of IRON.

This Indenture made, &c. Between *H. J.* &c. of the one part, and *R. L.* of, &c. of the other part witnesseth, that for and in consideration of the Sum of 100 *l.* of, &c. by the said *R. L.* in hand paid unto the said *H. J.* the receipt whereof the said *H. J.* doth by these Presents acknowledge and thereof and of every part and parcel thereof doth hereby acquit, exonerate and discharge the said *R. L.* his Executors, Administrators and Assigns, and the said *H. J.* hath granted, bargained and sold, and by these Presents doth grant, bargain and sell unto the said *R. L.* his Executors, Administrators and Assigns 200 Tuns of good, perfect and Merchantable *Swedish* Iron, the same to be well and truly delivered to the said *R. L.* his Executors and Administrators, or to such other person or persons

sons as the said R. L. his Executors or Administrators shall in that behalf assign and appoint at O. in the County of W. clearly freed and discharged of all Charges, Duties, Payments and Demands whatsoever in manner following viz. twentyfour Tuns thereof at or before the tenth day of A. next ensuing the date of these Presents; twenty four Tuns more thereof at or on this side the tenth day of September next ensuing that, and so from thenceforth Monthly and every Month on the tenth day of every Month as shall from thenceforth next come and follow by course and in order one after another, twenty four Tun of such Iron as afore said until the said Two hundred Tuns of such Iron as shall be fully and truly delivered. And the said H. J. for himself, &c. Covenants and grants to and with the said R. L. his, &c. that he the said H. J. his Executors, Administrators and Assigns shall and will from time to time cause to be made at his own charge full and true delivery unto the said R. L. his Executors, Administrators and Assigns of all and every part of the said Two hundred Tuns of such Iron as afore said at the same days and times, and at the same place which to and for the delivery thereof accordingly as is by these Presents above limited, declared and appointed.

Chart

Charterparty.

A Charterparty of Affreightment.

In the Name of God Amen, This Charterparty of Affreightment Indented made the, &c. *Anno Domini*, &c. And in the, &c. Between E. R. Master (under God) of the good Ship and Vessel called the J. and E. of London, of the burthen of 250 Tuns or thereabouts now Riding an Anchor in the River of *Thames*, London, of the one part, and S. L. of the City of *London*, Merchant, of the other part, *Witnesseth*, That the said Master hath granted and letten to Freight or Hire the said Ship unto the said Merchant. And that the said Merchant hath accordingly hired the same for one *Norway* Voyage upon the terms and Conditions following (That is to say) the said Master for himself, his Executors, Administrators and Assigns doth Covenant, promise and grant to and with the said Merchant his Executors, Administrators and Assigns by these Presents, That the said Ship with the first and next good Wind and Weather which God shall send after the Twentieth Day of this Instant Month of *September* shall depart from the place where she now Rideth and to the danger of the Seas and restraint of Princes and Rulers only excepted) Sail directly unto, &c. in *Norway*, or so near thereunto as the Ship may safely come, and being there arrived shall and will within ten working Days receive and take on Board the said Ship of and from the said Merchant his Factors or Assigns all such Goods and Merchandizes which can or may be stored or conveniently carried into her whole Hold and between Decks before

the Main Hatch way forwards on, and one Staple of Deal abaft the Main Hatch way (only reserving liberty therefor for Quoiling the Ships Cabels) and the said ten Days being expired, or the said Ship from, &c. sooner dispatched which shall and will with the next opportunity of Weather and Wind from thence directly Sail, return and come back with the said Ship into the River of *Thames*, *London*, and within twelve Working-days after her arrival shall and will unload and deliver all the Goods and Merchandizes taken in at, &c. aforesaid unto the said Merchant, his Executors and Assigns in safety (the danger of the Seas and restraint of Princes and Rulers excepted) and so end the said intended Voyage. And the said Merchant for himself, his Executors, Administrators and Assigns and every of them Doth Covenant, promise and agree to and with the said Master, his Executors, Administrators and Assigns by these Presents, That the said Master, his Factors or Assigns, or some of them shall and will not only lade and unlade the Ship at, &c. and *London* as aforesaid, But also shall well and truly pay or cause to be paid unto the said Master, his Executors, Administrators or Assigns in full of all Freight to be due payable or demandable for the hire of the said Ship during this present intended Voyage the full Sum of 200 *li.* of Lawful Money of *England* in manner following, *videlicet* 110 *li.* thereof when the said Ship shall be half delivered of her Lading at *London* aforesaid, And 110 *li.* more residue thereof within three Days after a true and right discharge of the said Ships Lading at *London* aforesaid, Together with 3 *li.* *per diem* Sterling, over and above the Freight afore mentioned for every day that the said Merchant his Factors or Assigns shall keep the said Ship in Demorage at, &c. or *London* over and above the days above limited for Lading and Unlading the said Ship. And for the performance of all and singular the Premises which on the part and behalf of either of the said parties are or ought to be observed and performed they bind and oblige themselves, their

Charterparty.

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their several Executors and Administrators, and especially the said Master his said Ship with her Freight, Tackle and Appurtenances, and the said Merchant his Goods to be laden in the said Ship during this present intended Voyage, Either unto the other in the penal Sum of, &c. of lawful Money of *England*, well and truly to be paid by these Presents. *In Witness* whereof the said parties aforesaid to this present Charterparty of Affreightment, Indentured interchangably have set their Hands and Seals the day, Month and year first above written.

H 4

Cobbe.

Covenants.

Covenants to pass Money lent upon Bottomry.

T All People to whom this present writing shall come, *N. B.* Marriner (under God) Commander of the good Ship called the *G. of London* now riding at an Anchor in the River of *Thames*, sends Greeting: *Whereas* the said Ship is now bound upon a Voyage unto the *East-Indies* and else where and back again to the Port of *London*. And *Whereas* *E. D.* of, &c. Merchant at the request and desire of the said *N. B.* hath the day of the date thereof lent and paid unto him the said *N.* the Sum of &c. of Lawful Money of *England*, the receipt whereof the said *N.* Doth hereby acknowledge and hereof and of every part and parcel thereof, Doth clearly acquit, exonerate and discharge the said *E. D.* his Executors, Administrators and Assigns for ever by these Presents. *Which* Sum of, &c. for the allowance and Consideration hereafter mentioned he the said *E. D.* is contented to adventure to and with the said *N. B.* and to stand to and bear the dangers and casualties of the Seas, concerning the same as hereunder is declared. *Now know ye*, That the said *N. B.* for him, his Heirs, Executors, Administrators and Assigns doth Covenant, promise and grant to and with the said *E. D.* his Executors, Administrators and Assigns by these Presents, That he the said *N. B.* his Executors, Administrators or Assigns shall and will well and truly pay or cause to be paid unto the said *E. D.* his Executors, Administrators or Assigns the Sum of, &c. of Lawful Money of *England*, within the time and space of twenty days next after the first return and safe arrival into the River *Thames* within the Port of the City of *London* of the said Ship from

in her aforesaid intended Voyage, or within the like time and space of twenty days next after the safe arrival from the *East-Indies* aforesaid into the River of *Thames* in the Port of *London*, of any other Ship and Vessel, where the accompt and return of the Proceeds of the Sale of the Ship the *G.* in the *East-Indies* aforesaid in case she shall there sold, or wherein the Proceeds or Returns of the Adventure of the said *E. D.* shall be returned and paid. And the said *N. B.* for him his Heirs, Executors, Administrators and Assigns, doth further Covenant, promise and agree to and with the said *E. D.* his Executors, Administrators and Assigns by these Presents, That if the said Ship the *G.* shall be and remain on her said intended Voyage longer than the time and space of sixteen Months from the day of the date hereof to be reckoned and accompted, when he the said *N. B.* his Heirs, Executors, Administrators and Assigns shall and will well and truly pay or cause to be paid unto the said *E. D.* his Executors, Administrators and Assigns the Sum of, &c. of Lawful Money of *England* one Month for each and every several and respective Month that the said Ship shall be and remain on the said Voyage longer than the said time and space of sixteen Months (not reckoning in the said Voyage in the whole thirty Months) from the day of the date hereof to be accomplished, Together with the said Sum of, &c. within the like time and space of twenty days next after the first return and safe arrival of the said Ship into the River of *Thames* from her intended Voyage or within the like time and space of twenty days next after the safe arrival from the *East-Indies* aforesaid into the River of *Thames* within the said Port of the City of *L.* of any other Ship or Vessel wherein the said Ship aforesaid. (A Covenant that the Ship shall return from the Voyage within thirty Months to be accompted, and the Money to be paid.) *In Witness, &c.*

Merchants

Merchants Affairs.

A Covenant where two Part-owners of a Ship and the Master let the same for a Voyage to the East Indies to the Company from the rest of the Part-owners to save them two harmless from Charterparts and Covenants.

Whereas In and by one Charterparty indented bearing date the 17th day of this present Month of June made between J. D. of L. Alderman, and T. D. of L. Merchant, Part-owners of the good Ship called the *London*, Burden three hundred Tuns or thereabouts, now lying at an Anchor in the River of *Thames*, and Captain A. B. Marriner and Master of the said Ship of the one part, and the Governour and Company of Merchants of *London*, Trading into the *East-Indies* of the other part, the said Ship is letten and taken to Freight by the said Company for a Voyage to the *East-Indies*. And whereas there are contained and mentioned in the said Charterparty sundry Covenants, Clauses and Agreements on the parts and behalfs of the said Part-owners and Master to be performed, done, fulfilled and kept, As in and by the same Charterparty may appear. Now we the rest of the Part-owners of the said Ship, who have hereunto put our Hands and Seals, Do every one of us severally for his own part, and not jointly and for his several Executors and Administrators respectively and not one for the other, Covenant, promise, grant and agree to and with the said J. D. and T. D. and to and with each of them their and each of their Executors, Administrators and Assigns by these Presents, That he, his Executors and Administrators shall and will

to time and at all times hereafter according to his sever-
 and respective part, share and interest of and in the said
 p save, defend, keep harmless and indempnified the said
 O. and T. D. and each of them their, and each of their
 cutors, Administrators and Assigns against the said *East-*
 Company and their Successors and against all other
 sons whatsoever concerning the said Charterparty and
 yage aforesaid, and the Covenants and Agreements there-
 contained, and of and from all Actions, Suits, Costs,
 damages and Demands concerning the same, *Witness our*
hands thereunto put, &c.

Conditions

Conditions.

A Condition of a Master of a Ship Affraited by the East-India Company to save harmless the Owner against breach of Covenants in the Charterparty and performing the Covenants therein.

The Condition, &c. That if the above bound *A* his Executors and Administrators and every of them Do and shall well and truly hold, observe, perform, fulfil and keep all and singular the Covenants, Grants, Articles, Clauses and Agreements whatsoever, which on his and their Parts severally, or on the part of him the said *A* jointly with the above named *C. D.* their Executors and Administrators are or ought to be holden, observed, performed, fulfilled and kept, specified and contained in a pair of Indentures of Charterparty, bearing date, &c. made between the said *C. D.* &c. Part-owner of the good Ship called the *M. of London* and the said *A. B.* Master of the said Ship of the one part, and the Governour and Company of Merchants of *L.* Trading to the *East-Indies* on the other part, whereby the said Ship is letten and hired to Freight for a Voyage with her to be made to and from the *East-Indies* as therein is expressed, and that, in and by the things according to the purport, intent and true meaning of the said Indentures. And also if he the said *A. B.* his Executors and Administrators or some or one of them Do and shall from time to time and at all times hereafter his and their own proper Costs and Charges clearly acquit and discharge, save harmless and keep indemnified as well the said *C. D.* and all the rest of the Part-owners of the said Ship, and every of them their and every of their Executors and Administrators, as also the said Ship, the Freight

Tax

Conditions.

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kile, Boat and Apparel of the same and of every part
 thereof; and of and from all Actions, Suits, Arrests,
 Fines, Challenges, Mulets, Penalties, Losses, Damages
 and Demands that shall or may be had, incurred or sustain-
 ed by reason or means of any breach to be committed or
 suffered by the said *A. B.* of the Covenants and Agreements
 contained in the said Indentures of Charterparty, or any of them;
 or or by reason or means of any other Act, Neglect,
 Fault, Thing or Things to be made, done, committed
 or suffered by him the said *A. B.* or by the Marriners and
 Company of the said Ship, or any of them, or by any
 other Person or Persons in or with the said Ship in or du-
 ring the said Voyage or before the end thereof, if the said
B. shall live so long or during such part of the term of
 the said Voyage as he shall live, Then, &c.

A Condition of a Bond of Bottomry.

Whereas the abobe named *E. D.* at the request of
 the above named *D. D.* Chief Master of the
 said Ship or Vessel called the *G. of L.* now Riding at an
 anchor in the River of *Thames*, whereof Captain *W. W.*
 Marriner is Commander, hath at and before the Sealing
 thereof paid unto him the said *D. D.* the Sum of, &c. of
 lawful Money of *England*, To be adventured with him
 on the Hull or Body of the said Ship in his now intend-
 ed Voyage to *B.* in the *East-Indies*, and from thence to *C.*
 and so back to this Port of the City of *London* to end her
 said intended Voyage, The receipt of which said Sum of
 &c. the said *D. D.* Doth hereby acknowledge accordingly,
 and the said *E. D.* for the consideration hereafter mention-
 ed is contented to bear the hazard and adventure thereof
 until the return and arrival of the said Ship from her in-
 tended Voyage into this Port of *London* and no longer.
 And the said *D. D.* for himself, his Executors and Admini-
 strators and every of them hath promised and agreed in
 con-

consideration thereof in case the said Ship shall arrive as aforesaid within twenty Months (accounting thirty days to a Month) from the date hereof to be accounted to pay unto the said *E. D.* or his Assigns upon any such arrival the Sum, &c. of Lawful Money of *England*, And in case no such arrival shall be made within the said twenty Months but the same shall be made at any time after within ten Months accounting the Months as aforesaid. Then to pay unto the said *E. D.* or his Assigns upon any such arrival the Sum of, &c. together with, &c. of like Money per Month for each several Month the said Ship shall continue longer out upon the said Voyage than the said first twenty Months, not exceeding thirty Months in the whole, and in case no such arrival shall be made within the said thirty Months from the date hereof to be accounted, and the said Ship shall not at the end of the said thirty Months be justly proved by the said *D. D.* his Executors, Administrators and Assigns to be then before cast away, then in that case to pay the said *E. D.* or his Assigns the full Sum of, &c. of Lawful Money of *England* at the end and expiration of the said thirty Months without fraud or further delay. Now the Condition of this Obligation is such, That if the said *D. D.* his Executors or Administrators shall well and truly pay, observe, perform, fulfill and keep all and singular the Payments, Sum and Sums of Money, Covenants, Promises and Agreements which on his or their parts and behalfs are or ought to be paid, kept, done and performed, And that in and by all things according to the true intent and meaning above expressed, Then this Obligation to be void, &c.

Condition to save a Tenant harmless for at-
tending Tenant, and paying his Rent to the
obligor.

Vhereas the abobe named E. B. holdeth by
Lease a Messuage or Tenement with the Ap-
panances situate and being, &c. or a certain term and
mentioned in one pair of Indentures bearing date
Made between A. B. of, &c. and M. his Wife of the
part, and the said E. B. and W. H. of, &c. on the other
as by the same Indentures may more at large appear.
Whereas there is some difference and controversie
between the above bound W. S. and one R. B. of, &c.
new of the said R. B. concerning the title of the
Messuage or Tenement aforesaid, and thereupon both of
the said W. T. and R. B. have several Claims to the
reserved upon the said Lease. And Whereas at
request of the said W. S. the said D. B. hath attorned
unto the said W. S. and paid unto him the Ar-
rent of Rent due for the Messuage or Tenement and Pre-
mises aforesaid. Now the Condition of this Obligation
is such that if the said W. S. his Executors, Administra-
tors or Assigns, or some of them shall from time to time
at all times hereafter at his and their own proper costs
charges, upon reasonable request therefore to be made
sufficiently save and keep harmless and indemnified the
said D. B. his Executors and Administrators Goods and
Estate and every of them against the said R. B. his Exe-
cutors, Administrators or Assigns and against all other per-
sons whatsoever of and for all such Rent and Rents and
Arrents of Rent as the said E. D. his Executors, Admini-
strators or Assigns hath paid or shall hereafter pay to the
said W. S. his Executors, Administrators or Assigns for the
Messuage or Tenement and Premises aforesaid, and of and
from

from all Suits, Troubles, Losses, Damages, Distresses and Demands whatsoever touching or concerning the said *E. B.* Then, &c.

A Condition to perform Covenants upon Mortgage

The Condition, &c. That if the above bound *E. B.* and *E.* his Wife or either of them their or either their Executors, Administrators and Assigns do and well and truly pay, observe, perform, fulfill and keep and singular the Covenants, Grants, Payments, Covenants, Provisoos, Conditions, and Agreements whatsoever, which on the parts and behalfs of the said *E. B.* and *E.* his Wife or on the part and behalf of either of them, their or either of their Heirs, Executors, Administrators or Assigns or any of them, are or ought to be paid, observed, performed, fulfilled and kept comprised or mentioned in by one Indenture of Lease or Deed of Mortgage bearing even date with these Presents made or expressed to be made between the above named *E. B.* and *B.* his Wife of the one part, and the said *H. P.* of the other part, and that in by all things according to the true intent and meaning of the same Indenture or Deed Indented, *That then, &c.*

A Condition that an Apprentice shall faithfully serve her Mistris without absenting her self or imbealing her Goods.

Whereas *M. M.* Daughter of the above bound *T.* hath by Indenture of the date hereof put herself Apprentice unto the above named *L. M.* to learn the Art of, &c. and to serve from the day of the date hereof for and during the space of, &c. in such manner as in the said Indenture is mentioned without absenting her self from the service of her said Mistris at any time in the

me unlawfully, as by the said recited Indenture may
 ore at large appear. Now the Condition of this Obliga-
 tion is such that if the said M. M. the Apprentice do and
 shall well and faithfully serve and obey her said Mistris or
 her Assigns for and during the term aforesaid in such man-
 ner as in the said Indenture is mentioned without absent-
 ing her self from her said Mistris service at any time in
 the day-time, unlawfully making away any of the Money,
 Goods, Chattels, Wares or Merchandizes of the said L. M.
 or her Assigns according to the tenor, effect and true mean-
 ing of the said Indenture. And also if the said T. M. her
 Executors, Administrators or Assigns do and shall provide
 for and find unto the said M. M. the Apprentice Meat,
 Drink, Apparel of all sorts, Lodging and Washing, and
 other Necessaries fit and decent for her during the said
 term, and thereof and therefrom do and shall from time
 to time and at all times hereafter save, defend, keep harm-
 less and indemnified the said L. M. her Executors, Ad-
 ministrators and Assigns and every of them. Then this,

*Counter-Bond to save harmless A. B. from a
 Bond to perform Condition entered into by him to
 W. Y.*

The Condition, &c. That Whereas the above named
 A. B. at the request and for the only Debt and
 cause of the above bound W. Y. by an Obligation of the
 date hereof, stands in bound with him the said W. Y. his
 Heirs, Executors, Administrators and Assigns to R. C. of,
 &c. in the penal sum of, &c. with Condition there under
 written to the effect following (that is to say) That if the
 said W. Y. his Heirs, Executors, Administrators and As-
 signs do and shall well and truly pay, observe, perform,
 fulfill and keep all and singular the Payments, Covenants,
 Grants, Clauses, Provisoos, Conditions and Agreements
 whatsoever, which on the part and behalf of the said W. Y.

his Heirs, Executors, Administrators and Assigns or any of them, are or ought to be paid, observed, performed, fulfilled and kept comprized and mentioned in an by one Indenture or Deed indented tripartite of the date hereof made between the said *W. T.* of the first part, &c. and that in and by all things according to the true intent and meaning of the said Indenture or Deed indented, then the said Obligation to be void and of no effect, or else to stand and remain in full force and vertue (as by the said recited Obligation and Condition appeareth.) Now if so be therefore that the said *W. T.* his Heirs, Executors, Administrators and Assigns Do and shall from time to time and at all times hereafter well and truly observe, perform, fulfill and keep the Condition of the said recited Obligation in all things according to the true intent and meaning thereof, and of the said Indenture or Deed indented, and of and from the same Obligation and penalty thereof, and all Actions, Suits, Costs, Charges, Damages and Demands for and concerning the same, and do and shall at all times hereafter save, defend, keep harmless and indemnified the said *A. B.* his Heirs, Executors, Administrators and Assigns, and all and every his and their Lands, Tenements, Goods and Chattels, and every of them. Then this Obligation to be void, &c.

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A Condition to pay a Journey-Man wages, and fill him Dyet, Washing and Lodging.

The Condition of this, &c. That Whereas the above bound J. C. hath hired the above named R. W. to dwell with and serve him the said J. C. in the Trade and Calling of, &c. in his now Dwelling-house in, &c. for and during the term of, &c. from, &c. for and at the Wages, &c. to be paid in the, &c. with Diet, Lodging and Washing, during the said term of, &c. if therefore the said J. C. his Executorr, Administrators or Assigns shall truly pay or cause to be paid to R. W. the said Sum of, &c. at the days of Payment aforesaid by equal Portions during the same term, and also shall find, provide and allow to him the said R. W. sufficient Dyet, Washing and Lodging during the said term. Then this Obligation to be void and of no effect, or else the same to stand in full force and vertue, &c.

A Condition for Surrender of Lands.

Whereas the above named A. B. hath the day and year above written surrendred into the Hands of the Lord of the Mannor of C. in the County of D. according to the Custom of the same Mannor, two Closes or Parcels of Customary Lands containing together Sixteen Acres, be the same more or less: called W. and R. Mead, lying and being in R. within the said Mannor, to the use and behoof of the above named T. F. and of his Heirs and Assigns for ever, upon condition to be void, if the said A. B. shall pay unto the said T. F. his Executors and Administrators the Sum of Ten Pounds ten shillings on the tenth day of January next ensuing the date above written. Now the Condition of the above written Obligation is such that if the said A. B. have not made any

further surrender now in force, of the said Closes or Parcels of Land to any other person or persons, or to the use of any other person or persons whatsoever, and that he the said *A. B.* his Heirs or Assigns shall pay or cause to be paid unto the said *T. F.* his Executors and Administrators the Sum of 102 li. 10 s. of Lawful Money of England on the said tenth day of *J.* next ensuing the date above written. Then as well the said Surrender as the Obligation above written shall be void and of none effect, or else to stand in full force and vertue.

Sealed, &c.

A Condition to pay a Sum of Money, and the Obligor to give account of the Profits of the Trade for which the Money was lent.

The Condition of this Obligation is such, That whereas the above named *J. D.* hath lent to the above named *S. L.* the full and just Sum of one hundred Pounds of, &c. to be by him employed in his Trade and way of Dealing; if therefore the said *S. L.* his Executors or Administrators, or any of them do or shall well and truly pay or cause to be paid unto the said *J. D.* his Executors or Administrators, or any of them the full and just Sum of 100 li. of, &c. on the first day of *March* next ensuing the date of these Presents at or in the Common Dining-Hall of *Grays-Inn* in the County of *Middlesex*; and also if the said *S. L.* his Executors or Administrators, or any of them do and shall from time to time and at all times hereafter give and deliver unto the said *J. D.* or his certain Attorney, demanding the same, a just and true account of all such gain and profit, as he or they shall fortune to make by the Employment of the said Sum of, &c. and pay one full Moiety thereof unto the said *J. D.* or his certain Attorney, Executors or Administrators without any deduction of his Charges in the managing and Employment

Conditions.

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of the said Sum, the said account to be adjusted and proved by the Oath of the said S. to be taken before a Master in *Chancery* in case the said J. D. shall require the same; that then this present Obligation to be void and of none Effect, But in case any default shall be made in Payment of the said Sum of 100 *li.* or in giving the said Account and Payment, (the Moiety of the said Gain and Profit to be made as aforesaid) that then in any of the said cases the same to stand and be in force and vertue.

Sealed, &c.

A Condition to pay a Summ of Money Quarterly.

The Condition of this Obligation is such, That if the above bounden J. A. shall well and truly pay or cause to be paid unto the above named A. J. the Sum of, &c. of Lawful Money of *England*, in manner following: That is to say Seventeen Shillings thereof on the Twenty-fifth day of *Dec.* now next coming: Seventeen Shillings more thereof on the Twenty fifth day of *March* then next following: Seventeen Shillings more hereof on the Twentysfourth day of *June* then next ensuing: and the other Seventeen Shillings residue thereof on the Nine and twentieth day of *September* then next after without making default in any of the said Payments: Then this Obligation to be void, and of none effect; But if default be made in Payment of the said Sum, &c. or any part thereof in part or in all contrary to the form aforesaid then to stand in full force and vertue.

A Condition from two to one for payment of Money.

The Condition of this Obligation is such, That if the above bounden J. L. and E. S. or either of them, their or either of their Executors, Administrators or Assigns, or any of them shall well and truly pay or cause to be paid unto the above named C. D. his Executors, Administrators and Assigns the full, whole and just Sum of, &c. of Lawful Money of *England*, on the, &c. day of, &c. next ensuing the date hereof above written at or within the now Dwelling-house of the said C. D. situate and being in, &c. Then this present Obligation to be void and of none effect, or else to stand and abide in full force and vertue in the Law.

A Condition from three to one for payment of Money.

The Condition, &c. is such, That if the above bounden A. B. C. D. E. F. their or any of their Executors, Administrators or Assigns, or any of them shall well and truly pay or cause to be paid unto the above named G. H. his Executors, Administrators and Assigns the full, whole and just Sum of, &c. of Lawful Money of *England*, on the day of, &c. next ensuing the date above written, at or within the now Dwelling-house of the said J. H. situate and being in, &c. Then this present Obligation to be void and of none effect, or else to stand and abide in full force and vertue in the Law.

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A Condition to pay Money upon Demand with Interest.

The Condition of this Obligation is such, That if the above bound R. S. his Executors, Administrators or Assigns, or any of them shall well and truly pay, or cause to be paid unto the above named E. H. his Executors, Administrators or Assigns the Sum of 150 li. of Lawful Money of England, upon Demand, together with Interest for the forbearance of the same after the rate of Six per Centum, or in the Hundred per Annum for so long time as the same shall remain in the hands of the said R. S. his Executors or Administrators: Then this present Obligation to be void, or else the same to be in full force, &c.

A Condition of a Counter-Bond.

The Condition, &c. That Whereas the above named A. B. at the request and for the Debt of the above bounden E. D. together with him the said C. D. and E. F. &c. in and by one Obligation bearing date the day of the date above written is become bound unto H. J. &c. in the Sum and penalty of, &c. Conditioned for payment of the Sum of, &c. of like Money on the, &c. next ensuing the date above written at or within the now Dwelling-house of, &c. as in and by the said recited Obligation and Condition more at large appeareth; if therefore the said E. D. his Executors, Administrators or Assigns shall well and truly pay or cause to be paid unto the said H. J. his Executors, Administrators or Assigns the said Sum of, &c. at the place and on the day of payment thereof above mentioned according to the true intent and meaning of the said recited Obligation and Condition, and also shall from time to time and at all times hereafter at his and their own

proper Costs and Charges clearly acquit and discharge or otherwise well and sufficiently save and keep harmless and indemnified the said *A. B.* his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, and every of them against the said *H. J.* his Executors, Administrators and Assigns, and all other persons whatsoever, of, for and from the said recited Obligation, Condition and Sums of Money therein severally mentioned and of and from all lawful Actions, Suits, Costs, Troubles, Charges, Expences, Damages and Demands whatsoever touching or by reason of the same. Then this present Obligation to be void and of none effect, or else the same to stand in full force and vertue in the Law.

A Condition to perform Covenants,

The Condition, &c. That if the above bounden *A. B.* his Executors, Administrators and Assigns and every of them shall well and truly hold, pay or perform, fulfill and keep all and singular the Rents, Covenants, Grants, Articles, Sum and Sums of Money, Payments and Agreements reserved, mentioned and contained in one pair of Indentures of Lease, bearing date the day of the date above written; made or mentioned to be made between the above named *C. D.* on the one part and the said *A. B.* on the other part, which on the part and behalf of the said *A. B.* his Executors, Administrators and Assigns, and every or any of them are or ought to be hold, paid, kept, and performed, and that in and by all things according to the tenor, effect and true meaning of the same Indenture. That then this present Obligation to be void and of none effect, or else the same to stand in force and vertue.

A Condition of a Bond of Adventure:

Whereas the above named *William Moger* at the request of the above bound *Abraham Dawes* hath Paid unto him the Sum of Three hundred Pound of lawful, &c. and is contented for the Conditions hereafter mentioned to bear the Hazard and Adventure thereof in a good Ship called the *Anne of London*, whereof the said *B.* is Commander now bound out upon a Voyage for *Antam* in the *East-Indies* in the Service of the Honourable the Governour and Company of Merchants of *London*, trading into the *East-Indies*, and from thence back to this port to end her said intended Voyage. Now the Condition of this Obligation is such, That if the said Ship shall forthwith proceed in her said Voyage as aforesaid and not deviate therefrom, and also if the said *Abraham Dawes* Executors, Administrators or Assigns, or any of them shall in consideration of the Premises well and truly pay, or cause to be paid unto the said *William Moger* his Executors, Administrators and Assigns the full Sum of Four hundred Pounds of like Money within thirty days next after the said Ships first and next arrival in the River of *London* from her said intended Voyage, and that without fraud or further delay: That then this present Obligation to be void and of none effect, or else the same to remain in full force and vertue in the Law.

Another

Another Condition of Adventure.

VV Hereas the above named *George Day* hath day of the date above written sold and delivered unto the above bound *Ralph Hodgkin*, one Diamond Ring, a piece of Silk, and is contented and agreed for upon the considerations hereafter mentioned to bear hazard and adventure of the value thereof in and upon the Good Ship or Vessel called the *Golden Fleece* of London now out at Sea upon a Voyage from the *East-Indies* to the Port of *London*. During the said Voyage of which *John Partis* now is or late was Commander. Now the Condition of this Obligation is such, That if the said *Ralph Hodgkin* his Executors, Administrators or Assigns, any of them shall in consideration of the Premises and truly pay or cause to be paid unto the said *George Day* his Executors, Administrators and Assigns the Sum of 87 li. of Lawful Money of *England* within twenty days after the said Ships first arrival from the *East-Indies* as she shall come into the River of *Thames* from her said intended Voyage, without fraud or further delay. Then this Obligation, &c.

A Condition for a Churchwarden to give account of all Stock, &c. in his Custody.

The Condition of this Obligation is such, That whereas the above bound *J. B.* is lately Elected and chosen Churchwarden of the Parish Church of *St. Nicholas*, by reason whereof he hath received and is to receive divers Goods, Things and Church-Ornaments belonging to the Parish Church aforesaid. And also he hath received and is to receive several Sums of Money due

Conditions.

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pertaining to the Parishioners and Parish Church afore-

If therefore the said J. B. his Executors, Administrators or Assigns on or before the tenth day of *May*, which shall be, &c. 17 &c. or within thirty days next following the death of the said J. B. or his removal to dwell out of the said Parish, in case he shall die or so remove before the said tenth day of *May* in the said year, &c. at each of the said prelimited times shall first and next happen, do and shall not only make and deliver up unto such Auditors as shall be then chosen and appointed for that purpose to and for the use of the said Parish and Parishioners a full, true, plain and perfect account and reckoning in writing of all such Stock, Moneys, Goods, Plate, Church-Ornaments and other things of and belonging to the said Parish, which are now delivered, or which shall hereafter come to his or their hands, or are or shall be by him or them received; But also shall make true payment and delivery to the said Auditors for the use of the said Parish all such of the said Stock, Moneys, Goods, Plate, whatsoever else as upon the foot of the said Account shall appear to have come and been received and to be lying in the Hands, and disposal of him the said J. B. his Executors or Administrators, and not by him or them necessarily disbursed or laid out for the use and occasion of the said Parish and Parishioners: Then, &c.

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A Condition to stand to the Award of Arbitrators.

The Condition of this Obligation is such, That the above bound *T. W.* his Executors and Administrators and every of them shall for his and their parts and by all things stand to, obey, abide, perform, fulfill and keep the Award, Arbitrament, Order, final end, determination, and judgment of *N. W.* of, &c. and *O. W.* of &c. being Arbitrators indifferently named, elected or chosen, as well on the part and behalf of the said *T. W.* as on the part and behalf of the above named *G. R.* to award, arbitrate, order, judge, end and determine of, for upon and concerning all and all manner of Actions, Causes and Causes of Actions, Suits, Debts, Accompts, Retenings, Controversies, Differences, Claims and Demands whatsoever being or depending between the said parties in Controversie for or by reason of any matter, cause or thing whatsoever from the beginning of the World until the day of the date above written. So as the same Award, Arbitrament, Order, Judgment, final End and Determination of the said Arbitrators, of and upon the Premises be made and given up in writing Indented under both the Hands and Seals ready to be delivered to the said parties in Controversie on or before the tenth day of *June*, or within &c. Then this present Obligation, &c.

Condition of a Bond of Arbitrement to stand to the Award of Arbitrators, and in their default to stand to the Judgment of an Umpire.

The Condition of this Obligation is such, That if the above bound R. F. his Executors and Administrators, every of them shall for his and their parts in and by all things stand to, obey, abide, perform, fulfill and keep the Award, Arbitrement, Order, final End, Determination and Judgment of A. B. and C. D. &c. being Arbitrators indifferently named, Elected and chosen as well on the part and behalf of the said R. F. as on the part and behalf of the above named J. C. to Award, Arbitrate, Order, Judge, and Determine of, for, upon or concerning all and all manner of Actions, Causes of Action, Suits, Debts, Accidents, Reckonings, Controversies, Differences, Claims and Demands whatsoever had made, moved stirred and depending in question or variance between the said R. F. and the said J. C. for, touching or concerning, &c. so as the same Award, Arbitrament, Order, Judgment, final End and Determination of the said Arbitrators of and upon the Premises, be made and given up in writing indented under both their Hands and Seals ready to be delivered to the said parties in Controversie on or before, &c. at or within, &c. And if the said Arbitrators of and upon the Premises cannot agree, neither end thereof shall make within the time to them therefore above limited, that then if the said R. F. his Executors and Administrators and every of them shall for his and their parts in and by all things stand to obey, abide, perform, fulfill and keep the Award, Arbitrament, Umpirage of the said G. F. of, &c. being an Umpire indifferently named, elected and chosen by the said parties in Controversie for the ending and determining of the Premises, so as the same Award, Arbitrament, Umpirage (or thus, of such an Umpire as the said Arbitrators shall

shall indifferently name, elect and chuse for the ending and determining of the Premisses so as the same Award, Arbitrament, Umpirage) and Judgment of the said Umpire and upon the Premisses be made and Given up in writing under his Hand and Seal ready to be delivered to the parties in Controvesie on or before, &c. at or within, &c. Then, &c.

A Condition of an Obligation for the truth of an Apprentice turned over.

WHETHEAS J. B. Son of R. B. of, &c. hath by Indenture of Apprentiship bearing date, put himself Apprentice to W. F. of, &c. to learn his Art and with him after the manner of an Apprentice to serve from the day of the date of the said Indenture until the full end and term of seven years from thence next ensuing fully to be compleated and ended, as in and by the said cited Indentures more at large it doth and may appear. And WHEREAS the said J. B. the Apprentice is since the Sealing of the said Indentures according to the Custom of the said City lawfully turned over unto the above named T. L. with him to dwell and serve for and during the remainder of the said term of seven years now to come and unexpired as on the back of the said Indenture may appear. **Now the Condition of this Obligation is this** That if the said J. B. shall at any time or times hereafter during the remainder of the term of seven years imbecillity, purloyn, wilfully waste, mispend or carry away any of the Goods, Wares, Moneys or Estate of the said T. L. his Master, or of any other person or persons whatsoever wherewith his said Master can, shall or may be intrusted charged or chargeable, Then if the above bound W. F. his Executors, Administrators or Assigns shall from time to time and at all times as often as the case so happens during the now remainder of the term of seven years will and truly recompence, satisfie and pay, or cause to be recompenced

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ed, satisfied and payed unto the said *T. L.* his Executors, Administrators or Assigns the full value of such Goods, Wares, Money, or other Estate as the said *J. B.* at any time during the remainder of seven years imployed, purloyn, wilfully waste, mispend or carry away as is herein expressed. And that always within two Months next after the death of the said *J. B.* and certain notice or warning thereof shall be given in writing unto or for the said *W. B.* his Executors, Administrators, at or within the now Dwelling-house, Then this present Obligation, &c.

Condition of an Obligation for Payment of Rent as it shall be received by virtue of a Letter of Attorney.

Whereas the above named *M. M.* by her Writing or Letter of Attorney bearing date the day of the date above written, Hath made, constituted, appointed the above bound *J. G.* her lawful Attorney Assignee to demand, recover and receive in the name of the said *M. M.* by all lawful ways and means whatsoever whom it doth or shall concern all such Rents and Arrearages of Rents and Sums of Money as shall be due and payable or hereafter shall grow due or payable unto the said *M. M.* for all and every her Messuages, &c. with such further power and authorities as may be needful or convenient for the recovering and receiving of the Premises as in and by the said Letter of Attorney more at large it doth and may appear. Now the Condition of this Obligation is such, That if the said *J. G.* his Executors, Administrators or Assigns, or some of them shall from time to time and at all times hereafter upon reasonable request well and truly pay or cause to be paid unto the said *M. M.* her Executors, Administrators or Assigns, or to any other person or persons as she the said *M. M.* shall from time to time under her hand direct and appoint all such

such Rents and Arrearages of Rents and Sums of Money as the said J. G. shall receive by vertue of the said Letters Attorney, powers and authorities aforesaid of, for and in respect of the Messuages, Lands, Tenements, and Hereditaments aforesaid, or any of them, deducting thereout a Sum of ten Pounds *per Ann. viz. 10 s.* for every Quarter for his care and pains about the receiving of the Premises, and also deducting such reasonable and necessary Expenses as he shall be at, in or about the recovering and receiving of the same; That then, &c.

A Condition to save harmless Executors for a Legacy of the Daughter received by the Mother, during the Minority of the Daughter.

Whereas A. S. late of, &c. deceased did in and by her last Will and Testament amongst other things give and bequeath unto W. O. Daughter of G. deceased, and of the above bound W. O. the Sum of, &c. and made and ordained the above named M. J. Sole Executor of her said Will. And whereas the said M. J. before the Enfealing hereof paid unto the said W. O. the Mother the said Legacy or Sum of, &c. for the use of the said Daughter W. being an Infant, the receipt whereof the said W. the Mother doth hereby acknowledge according to the Condition of this Obligation is such, That the said W. O. the Mother and the above bound O. P. & W. M. or any of them, their or any of their Executors, Administrators or Assigns shall well and truly pay or cause to be paid unto the said W. O. the Daughter when she shall attain to the age of one and twenty years, or be married, or to the Executors or Administrators of the said W. O. Daughter, if she shall die before she shall attain to that age, or be married, which first shall happen, the said Sum of, &c. And shall also within one Month next after the

O. the Daughter shall attain to her said age or be married, which first shall happen, cause and procure the said the Daughter and the Husband, which shall so marry her; or their Executors or Administrators (as the shall require) to make, seal and deliver unto the said J. his Executors and Administrators a good and sufficient Acquittance, Release and discharge of and for the Legacy or Sum of, &c. And also if the said W. O. the other, T. P. W. M. or any of them, their or any of their Executors or Administrators from time to time and at all times hereafter at their or some of their own proper costs and charges, save and keep harmless and indemnified the M. J. his Executors and Administrators against the said the Daughter her Executors and Administrators, and other persons whatsoever of and for the said Sum or Legacy of, &c. so given or bequeathed to her the said W. O. Daughter as aforesaid. And of and from all Actions, Suits, Expences, Costs, Troubles, Damages and Demands whatsoever, for touching and concerning the same: Then present Obligation, &c.

A Condition for levying a Fine.

The Condition, &c. That if the above bound J. G. and A. his Wife in part of performance of certain Covenants and Agreements contained and mentioned in the pair of Indentures bearing date the day of the date above written made or mentioned to be made between the said J. G. of the one part, and the above named E. M. and J. S. on the other part, shall within one year next ensuing the date above written in due and lawful manner acknowledge and levy unto the above named E. M. and J. S. and the Heirs of one of them before the Justices of his Majesty's Court of Common Pleas at Westminster (according to the form of the Statute in that case made and provided)

vided) one Fine with Proclamations, *Sur conuance de d'iceux* come see, &c. of all those two Messuages with the Appurtenances situate, &c. now in the several Occupations of &c. And of other the Premises in the said Indenture mentioned by such name and names, and in such manner and form as by the said E. M. and J. S. or their Council Learned in the Law shall be reasonably devised and required; to the use and behoof of the said E. M. and J. L. their Executors and Assigns for ever: The &c.

A Condition for Performance of a certain pair of Articles.

The Condition, &c. That if the above bound W. M. and W. M. severally and their several Executors Administrators and Assigns do and shall from time to time and at all times hereafter well and truly observe, perform, pay, fulfill and keep all and every the Covenants, Articles, Clauses, Payments and Agreements which on the several parts and behalfs of them the said W. M. and W. M. or of their several Executors, Administrators and Assigns ought to be observed, performed, payed, fulfilled, kept, contained and specified in and by certain Articles of Agreement of the date hereof made between the above bound W. M. and W. M. of the one part, and the above named W. M. of the other part, and that in and by all things according to the true meaning of the said Articles of Agreement: Then, &c.

A Condition for an Apprentice's Truth.

H. of, &c. in the County of, &c. bound to R. M. of, &c.
in 1000 li. dated, &c.

Whereas J. H. Son of W. H. late of, &c. Esq; deceased is shortly by Indentures of Apprenticeship bound to become the Apprentice of H. S. of, &c. Esq; &c. and free of the Company of Merchants of, &c. Trading to the Levant Seas for the term of, &c. from the day of date of the said intended Indentures, and is agreed with the consent of the said H. S. to serve, remain and abide with and in the service of the above said R. M. during all the said term. **Now the Condition of this Obligation** such, That if C. H. of, &c. in the County of, &c. her Executors, Administrators or Assigns do and shall from time to time during all the said term of seven years provide, find and allow unto the said J. H. sufficient Apparel and Clothing both Linnen and Woollen. **And** also if the said C. H. her Executors, Administrators and Assigns shall from time to time during the said term within two months next after request therefore to her or them to be made, or for her or them to be left in writing at or within the now Dwelling-house of, &c. well and truly satisfie and pay unto the said R. M. his Executors or Administrators in Lawful Money of *England* the full value of all such Money, Goods, Wares or Merchandizes, Bills of Debt or other things whatsoever as he the said J. H. shall at any time hereafter during the said term of, &c. years, mispend, purloin, mis-spend, or unlawfully consume or carry away of the Goods, Wares, Money or Merchandizes of the said R. M. or of any other Person or Persons whereof the said R. M. can, shall or may be lawfully charged

or chargeable (the same being first duly proved by the confession of the said J. H. or by some other sufficient testimony.) Then this present Obligation, &c.

A Condition for payment of a Sum of Money upon Demand, with Interest for forbearance.

J. F. of, &c. bound to J. F. of, &c. in 1000 li.

The Condition of this Obligation is such, That the above bound J. F. his Executors, Administrators and Assigns, or any of them shall well and truly pay cause to be paid unto the above named J. F. her Executors Administrators or Assigns the Sum of 1000 li. at or within the now Dwelling-house of H. M. of, &c. within or before the end of, &c. days next after demand thereof made to the said J. F. her Executors, Administrators or Assigns after the, &c. day of, &c. next; together with so much more like Money for the Interest and forbearance of the said Principal Sum as at and after the rate of, &c. per Centum per Annum, (from the said day of, &c. next to be computed until the last of the Payments of the said Principal Sum, the same shall arise and amount unto) This, &c.

Condition to pay back a ratable part of a Legacy
to make good what the Testators Estate shall fall
short to satisfy Debts.

A. H. of, to W. S. of, &c. in 500 l. &c. dated, &c.

Whereas the above named W. S. Executor of the
last Will and Testament of N. H. late of, &c. de-
ceased late Uncle of the above bound A. H. who was the
of J. H. deceased, the late Brother of the said N. H. de-
ceased hath at the request of the said A. and the above
and R. M. paid unto him the said A. H. the Sum of,
being his part of the Sum of, &c. Legacy given by
said N. H. in and by his said last Will and Testament
the words hereafter next following (that is to say.)
I give and bequeath to and amongst the Children of,
deceased, the Sum of, &c. of Lawful Money of Ex-
to be equally divided amongst them share and share
Now the Condition of this Obligation is such,
that in case the Estate of the said N. H. deceased shall fall
short to pay and satisfy all the Debts and Legacies and Fu-
eral Charges of the said N. H. deceased, then the said A. H.
Executors, Administrators or Assigns shall from time to
time and at all times hereafter upon request therefore to be
made well and truly repay or cause to be repaid unto the
said W. S. his Executors or Assigns out of the said Sum
&c. so by him now received as aforesaid a ratable pro-
portionable part of what shall so fall short to pay and sa-
tisfy as aforesaid, and all such Sum and Sums of Money
shall be from time to time hereafter recovered against
the said W. S. his Executors or Assigns as Executor of the
last Will and Testament of the said N. H. for any Debts
owing by the said Testator in his Life-time (then accompt-
ing all the Legacies in the said Will mentioned, and the
residue of the said Testators Estate in and by the

said Will given and bequeathed to the said Executors a part of the said Testators Estate to satisfie the same Debt Then, &c.

A Condition to save harmles upon receipt of a Sum of Money for another.

The Condition, &c. That Whereas the above named J. M. hath the day of the date above written paid unto the above bound P. B. the Sum of, &c. for the use of P. B. now or late of, &c. being the full proportion due unto the said P. B. for his Lead melted by the dreadful Fire at *Porters Key London*, and run and intermingled amongst other Parcels of Lead there lying then belonging to sundry other Persons, so that the same could not be distinguished by marks whose it was, and in full of all other Lead whatsoever belonging to the said P. B. which came to the hands of the said J. M. and L. B. his Servants or either of them, the receipt whereof he the said P. B. doth acknowledge and he and his Executors, Administrators and every of them do or shall at all times hereafter at law or their own proper Costs and Charges clearly acquit and discharge or otherwise well and sufficiently save, defend, keep harmless and indemnified the said J. M. and R. and every of their and their and each of their Heirs, Executors and Administrators, Lands, Tenements, Goods and Chattels, and every of them against the said P. B. and his Creditors, and against all other person or persons whatsoever for payment of the said Sum of, &c. to the said P. B. as aforesaid, and of and from all Actions, Suits, Damages, Costs, Charges, Troubles, and Demands whatsoever touching or concerning the same or any part thereof, The &c.

*Condition from a Legatee to Executors for the
Receipt of a Legacy.*

Whereas *W. S.* late, &c. did heretofore make his last Will and Testament and thereby amongst divers her Legacies and Bequests did give, devise and bequeath unto his Daughrer *A.* the Sum of, &c. Sterling to be paid her at the time in the said Will mentioned, and of his said last Will and Testament made the above named *H. A.* and *W. S.* Executors, who have proved the said Will, and taken upon them the Execution thereof as by the said Will relation being thereto had may more at large appear. And whereas the said *H. A.* and *W. S.* have this day as well at the earnest request and desire of the said *A.* at the special instance and request of the above bound *J. L.* paid unto the said *A.* the said Legacy of, &c. give unto her by his said Will aforesaid. **Now the Condition of this Obligation is such,** That if the said *J. P.* his Executors and Administrators do and shall from time to time and all times hereafter well and sufficiently save, defend, keep harmless and indemnified the said *H. A.* and *W. S.* and either of them their and either of their Executors and Administrators, and every of them, and all and every of their or any of their Lands, Tenements, Goods and Chattels, and every of them and the Estate of the said *W.* his, her and their Heirs, Executor and Administrators Lands, Tenements, Goods and Chattels, and every of them and the Estate of the said *W. S.* deceased from and against *A.* her Executors, Administrators and Assigns, and all other person or persons whatsoever, for, upon, or by reason of the payment of the said Legacy or Sum of, &c. unto the said *A.* as aforesaid, and of and from all Action, Suits, Costs, Charges, Damages, Bills in Chancery and the Exchequer, or elsewhere and Demands whatsoever which

she or either or any of them shall incur, sustain or be put unto for or by reason or touching of the Premises in any wise; Then this present Obligation to be void and of none effect, or else, &c.

A Condition of the Truth of a Merchants Apprentice or Factor.

The Condition, &c. That Whereas J. D. Son of R. D. of, &c. in the County of, &c. Gent. as appeareth by his Indenture of Apprentiship in that behalf bearing date the day of the date above written, became the Apprentice of the above named J. D. for the term of seven years commencing from the Feast-day of the Birth of our Lord God last past before the date of the said Indentures, as thereby more at large appeareth. If therefore the said J. D. shall at any time or times hereafter during the said term of seven years imbezel, purloyn, wilfully waste, mispend, or unlawfully carry away of the Goods, Wares, Merchandizes, or other things of the said J. D. or any other person or persons now or hereafter to be in Copartnership with him, or of his, their or any of their Executors or Administrators; or of any other person or persons wherewith he or they or any of them can, shall or may be trusted lawfully charged or chargeable withall: **Then** if the above bound R. D. his Executors or Assigns shall, as often as cause shall require, always within three Months next after notice thereof to him his Executors or Assigns given, or for them or any of them left in writing at or within, &c. And true proof thereof made either by confession of the said J. D. or otherwise well and truly pay or cause to be paid unto the said J. D. his Executors or Assigns at or within, &c. in Lawful Money of England the full value of all such Sum and Sums of Money, Goods, Wares, Merchandizes, and other things as shall be by him the said J. D. imbezelled, purloyned, wilfully wasted, mispent or unlawfully carried away, and the same truly proved

oved as aforesaid, and also if the said J. D. shall from
 time hereafter during the said term of seven years
 all respects as near as he can perform, fulfil and accom-
 with all such lawful business, directions, Commissions,
 errors and things as he the said J. D. shall be ordered and
 directed to do and perform by the said J. D. or by any
 other by his order or appointment. And further if the
 said J. D. shall at all convenient time and times hereafter
 during the said term upon the Demand of the said J. D.
 Executors, Administrators or Assigns therefore to be
 made, make, give and deliver unto the said J. D. his Exe-
 cutors, Administrators, or to such person or persons as he
 they shall appoint, a true, just, plain and perfect accompt
 and reckoning in writing under his hand of and for all
 such Goods, Wares, Money and Merchandizes of the said
 J. D. which shall not at the time of such Demand to be
 made, have been before accompted for and cleared together
 with ready payment and delivery upon every such accompt-
 ment unto the said J. D. his Executors or Assigns of all such
 Goods, Wares, Money and Merchandizes then remaining
 in his hands, custody or possession, and by the same Ac-
 count shall appear to be due coming, belonging or apper-
 taining to the said J. D. his Executors or Partners, Assigns
 any of them. Then, &c.

*Condition from a Merchant's Apprentice for his
 Truth being sent by his Master as his Factor be-
 yond Sea.*

Whereas the above named J. G. hath at the special
 desire and request of the above bound R. W. and
 the above bound T. W. the Apprentice of the said G. G.
 referred the said T. W. as his Factor or Servant to serve
 him at Messina and other parts and places beyond the Seas.
 Now the Condition of this Obligation is such, That if
 the said T. W. shall from time to time during his employ-
 ment abroad in the service of the said J. G. and afterwards
 when-

whensoever he shall be thereunto required by the said J. G. his Executors, Administrators, Agents or Assigns, make and give unto him or them true, plain and perfect account and reckoning in writing, of, for and concerning all and every such Goods, Merchandizes, Moneys, Bills of Exchange, and other things whatsoever, which shall at any time or times hereafter be consigned or sent unto him the said T. W. by or from the said J. G. his Executors, Agents or Assigns, and of and for all and every the return, proceed and benefit to be had or gotten for or in respect of the said Goods, Moneys, Merchandizes, Bills of Exchange, and other things whatsoever for which he the said T. W. shall or may be charged or answerable, or which shall come to or be committed to his Charge, Custody or Disposition by or from the said J. G. or by or from any other who shall, can, or may be lawfully charged or chargeable by reason of the aforesaid Employment in any manner of way during the said term (not then before accounted for and cleared) And shall likewise well and truly send, satisfy, pay and deliver unto the said J. G. his Executors, Administrators and Assigns upon every such Accompt made, such Money, Goods, Merchandizes and Debts in full of the nature and quality the same shall then be and consist in or upon the same Accompt shall appear to be due or belonging to the said J. G. his Executors or Assigns. And further if the said T. W. shall from time to time during the said Employment follow the order and directions of the said J. G. his Agents and Assigns concerning the said buying, selling, sale, disposal and proceeds of all and every the Premises. Then this present Obligation, &c.

Covenant from the rest of the Part-owners of a Ship to two of the said Part-owners, where they have lett their Ship to Freight to save them two harmless for so doing, for as much as their respective concerns is.

Whereas N. P. and R. H. at the request of us, whose Names are subscribed, and Seals hereunto put being all of us with them the said N. and R. Part-owners of the good Ship called the, &c. of London, of the Burden of, &c. or thereabouts, whereof the said R. H. Master under God, have entred into and Sealed Articles of Agreement bearing date the, &c. whereby they have lett to Freight the said Ship unto the Governours and Company of Merchants Trading into the *Levant Seas* for Voyage for *Scanderoon*, and backwards to *London* for and under such Freight, and other Conditions and Agreements in and by the said Articles of Agreement expressed, relation being thereto had, may more fully and at large appear. *Now know ye*, that we the said Part-owners Do every one of us for our own part severally and for our several Executors, Administrators and Assigns respectively and jointly not one for the other, nor for the others act, covenant and grant to and with the said N. P. and N. H. their Executors and Administrators by these Presents, That every one of us the said Part-owners, our Executors, Administrators and Assigns according to our several and respective share, part and proportion in the aforesaid Ship shall and will from time to time and at all times hereafter love, defend and keep harmless the said N. P. and R. H. and each of their Executors, Administrators and Assigns against the aforesaid Governours and Company their Successors and Assigns, and all others of and concerning the said Articles so Sealed, and every thing therein contained, and of

and from all Suits, Troubles, Charges and Incumbrances which may arise about the same and touching the Contents in the said Articles mentioned or otherwise howsoever. *In Witness, &c.*

A Bond from a Bailiff to a Sheriff.

NOverint universi per presentes nos *A. B. de, &c. C. D. de, &c. teneti & firmiter obligari E. F. de, &c. Vic. Com. prædict. in 1000 Libris bonæ & legalis monete Angliæ solvend. eidem Vic. aut suo certo Attorn. Executoribus Administratores vel Assign. suis ad quam quidem solutionem bonæ & fideliter faciend. Obligamus nos & quemlibet nostrum per se pro toto & in solid. Hered. Execut. Administrat. nostros & quemlibet nostr. firmiter per presentes sigillis nostris sigillat. dat. prim. die Decembris Anno Domini 1679. Atque Regni Domini n. Caroli secundi Dei gratia Angliæ, Scotiæ, Franciæ & Hiberniæ Regis fidei defensoris, &c. Tricesimo prim.*

The Condition of this Obligation is such, That *Wherso* as the above named *E. F.* High Sheriff of the County of *C.* aforesaid hath made, assigned, ordained and established the above bounden *A. B.* Bailiff of the said Sheriff for the Hundred of *A.* for and during all such time as the said *E. F.* shall be and continue High Sheriff of the County. If therefore the said Bailiff and his Deputy and Deputies during all the time aforesaid do well and truly execute all Warrants, Precepts, Process and Commandments to him or them hereafter to be directed from the said High Sheriff or *G. H.* his Under-Sheriff, his or their or either of their Deputy or Deputies, and due and sufficient Returns thereof do well and truly make and also to give notice of the Execution thereof unto the High-Sheriff or Under-Sheriff in convenient time before the return of the same. *And* if the said Bailiff or his Deputy or Deputies do not ask or levy any Fee or Fees to the said High-Sheriff or Under-Sheriff for the Executing or doing of any Warrant or Pro

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pt whatsoever but such as are warrantable and Justifiable
 the Laws, Statutes, and Customs of the Nation in ge-
 ral, or of the said County in particular, and do also du-
 ing all the time aforesaid well and truly execute and re-
 turn all Warrants, Precepts, *Distringas*, *levari factas*, and
 process to him or them delivered from the Justices of As-
 se and Gaol-delivery, Justices of Oyer and Terminer,
 Justices of the Peace, Coroners, Commissioners of the
 Treasurers, Clerk of the County, or any of them, and from
 any other Officer, Commissioners and Ministers of
 this Nation having Authority within the said County.
 and further do levy and gather all such Sums of Money
 the said High-Sheriff shall be charged with by reason of
 his said Office, and levyable within the said Hundred
 which shall be written or directed to the said Bailiff from
 the said High-Sheriff or Under-Sheriff the said Sums of
 Money within one Month next after the receipt of any
 such extract or writing. And also if the said Bailiff or his
 Deputy or Deputies do pay or cause to be paid to the said
 High-Sheriff or Under-Sheriff as well all such Sum or
 Sums of Money that shall or may arise, happen, accrew,
 grow due or payable to the said High-Sheriff or Under-
 Sheriff or their or either of their Deputy or Deputies for
 their or any of their Fees for Executions and Return of all
 County and every Process, Precepts and Commandments to him or
 Deputies them to be directed as aforesaid as that shall or may arise,
 happen, accrew, grow due or payable to him or them or
 any of them for all, every, or any other matter, cause or
 thing whatsoever happening within the said Hundred, and
 that within one Month next after the receipt of every such
 Sum and Sums of Money respectively. And also if the said
 Bailiff do deliver or cause to be delivered in writing unto
 the said High-Sheriff or Under-Sheriff (within such a time)
 next coming the true Names and Sir-names of all such
 Freeholders within the said Hundred which have forty
 Shillings *per Annum* Freehold, or more together with the
 Names of the Towns and Places where they dwell, and
 also the Names of Towns, Villages and Hamlets within
 said

said Hundred, and the Towns and Villages which ought to have return and execution of Writs. And also if the said Bailiff and his Deputy or Deputies do give his and their Personal attendance upon the said High-Sheriff and Under-Sheriff as well at all Assizes, Gaol-delivery, County-Courts, and such General Quarter-Sessions (from the beginning to the end of the same) as the Bailiffs of the Sheriffs of the said County have usually attended, as also at other times and places when and where the said High-Sheriff and Under-Sheriff do or shall require his or their attendance, and do not thence depart without License of the said High-Sheriff or Under-Sheriff; and carefully and diligently do and execute whatsoever he or they shall be lawfully required to Do as well at the Assizes, Gaol-deliveries, County-Courts, Quarter-Sessions, Coroners Inquests, or at and in all other places and in all other services to be done at and on every other time and times whereforever upon reasonable request to him in that behalf to be made. And also be attendant upon the said High-Sheriff and Under-Sheriff, his or their Deputy or Deputies and Officers in and about conveying of Prisoners to and from the County-Gaol, or to or from any other place or person whatsoever to be appointed by the said High-Sheriff or Under-Sheriff, and also at the Execution of Prisoners, and not depart before the Execution of Prisoners be fully had and done, and do well and truly execute the Office of Bailiff in all things during the time aforesaid. And if the said Bailiff his Deputy or Deputies do take any Distress upon any *Alias* or *plures Distringas*, or other Process which shall issue forth and be directed to him or them out of the County-Court to be holden for the said High-Sheriff, and that the said Bailiff or his Deputy or Deputies do make true and lawful returns of the same, and do safely keep such distress so taken for the use of the said High-Sheriff in case the same be forfeited. And also if the said Bailiff his Executors and Administrators do at all and every times and times hereafter defend, save, keep harmless and indemnified the said High-Sheriff and his Under-Sheriff

his and their Heirs, Executors and Administrators, and every of them, and his and their and every of their Lands, Tenements, Goods and Chattels from and against our Sovereign Lord the King, his Heirs and Successors, and all other person and persons whatsoever concerning the Premises or any part of them, and also from, against and concerning the Escape or Escapes of any person or persons that shall be in the Custody of the said Bailiff or his Deputy or Deputies within the said County by him or them arrested to be arrested, or to him or them hereafter to be committed upon any Warrant or Precept of the said High-Sheriff, or Under-Sheriff within the said County, or from him or their Deputy or Deputies and against and concerning all and every other Matter, Cause and Thing whatsoever pertaining to the said Office, and the Secrecies of the said High-Sheriff do keep undisclosed and unrevealed in all things that are lawful, and do also in convenient time deliver or cause to be delivered all Precepts, Warrants and Writs to other Bailiffs of the said County according to the directions he or they shall receive from the High-Sheriff or Under-Sheriff, or any other by his, their, or any of their Commandment or Appointment. **And moreover,** If the said Bailiff his Deputy or Deputies do not discharge any person or persons by him or them taken or to be taken on Execution without Warrant or Discharge to that purpose, under the Seal of the Office of the said Sheriff to him to be directed by the said said Sheriff or his Under-Sheriff, and do not detain or keep any Prisoner or Prisoners under his or their Custody above the space of two days after they shall be in his or their Custody, but do deliver him, her and them to the said Sheriffs Prison, and do make and her and them deliver to the Keeper or Keepers of the said Prison for the time being. **And also,** If the said Bailiff, his Deputy or Deputies do not during his Bailiffship as aforesaid, let any person or persons at large upon which shall be by him or them taken or arrested or committed to his or their charge or custody, or to the charge or custody of the said Sheriff or Under-Sheriff upon

on any Writ or Writs of *Capias Utlegatum*, Writs of *Le communicato Capiendo*, or other Writ or Writs whatsoever notailable by Law, and do take good and sufficient Bonds of appearance with sufficient Sureties from all other persons that he, they or any of them shall arrest when Bonds of appearance are required by Law to be taken. **And also**, If the said Bailiff his Deputy and Deputies as well in presence of the said Sheriff or his Under-Sheriff and in his and their absence do keep in safe Custody all and every such Person or Persons as the said Sheriff or his Under-Sheriff shall arrest, or which shall be arrested in their or either of their presence which the said Bailiff or his Deputy or Deputies shall be required by the said Sheriff or Under-Sheriff to keep or take charge of. **And also**, If the said Bailiff from time to time and at all times do safely keep harmless and indemnified the said High-Sheriff and his Under-Sheriff, and his and their Executors and Administrators, and his and their and every of their Goods, Chattels, Lands, Tenements and Hereditaments, of and from all Fines, Mulcts and other Penalties whatsoever that shall or may be imposed upon him or them by any Judge or Judges of Assize, Justice or Justices of the Peace in the Quarter Sessions, or otherwise in the County aforesaid, or in any the Courts at *Westminster* for any neglect or abuse of the said Bailiff or his Deputy or Deputies in his said Office during such time as he shall continue Bailiff of the said Sheriff. **And also**, If the said Bailiff his Executors and Administrators do likewise at all times hereafter well and sufficiently save, keep harmless and indemnified the said Sheriff, his Under-Sheriff and Deputies, and every of them and their and every of their Executors and Administrators from and against all manner of Actions, Suits, Ejectments, Fines, Amerciaments, and other Costs and Damages which at any time hereafter shall or may arise or grow, happen to be brought against, or imposed upon the said Sheriff, his Under-Sheriff and Deputies, or any of them as well as by reason of the not-appearance of the said Bailiff in any Court or Courts whatsoever upon any Writ, Pro

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Precept whatsoever which shall during the time afore-
 said be directed and delivered to the said Sheriff, Under-
 Sheriff or Deputy, or any of them against the said Bailiff
 for or by reason of the not satisfying of any Sum or
 of Money upon any *Capias* *sat. Fieri Facias*, or other
 writ or Execution which during the said time shall be di-
 rected and delivered to the said Sheriff, Under-Sheriff or
 Deputy, or any of them against the Body, Goods or Lands
 of the said Bailiff; Then, &c.

Bond for Appearance at the General Sessions holden for the Isle of Ely.

N Overint universi per presentes nos A. B. de, &c. C. D.
 de, &c. & E. F. de, &c. teneri & firmiter Obligari
 F. de, &c. Ballivo Libertatis Episcopi Elien. in decem libris
 solidis monetæ Angliæ solvend. eidem Ballivo aut suo certo At-
 t. Execut. Administrat. vel Assign. suis, ad quam quidem solu-
 tionem bene & fideliter faciend. Obligamus nos & quemlibet no-
 strum per se pro toto & in solido Hered. Execut. & Administrat.
 Nos firmiter per presentes sigillis nostris sigillat. dat. primo die
 Maii Anno Dom. 1679. Annoq; Regni Domini nostri Caroli se-
 cundi Dei Gratia Angliæ, Scotiæ, Franciæ & Hiberniæ Re-
 gis Fidei Defensoris, &c. Tricesimo primo.

The Condition of this Obligation is such, That if
 the above bounden A. B. doth appear before the Justices
 to hold Pleas within the Isle of Ely at the next General
 Sessions of Pleas to be holden for the said Isle to answer
 L. M. in a Plea of Debt; That then, &c.

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A Replevin.

Buck. ff. **W**⁷. M. Armig. Vic. Com. prædict. Ballivo Hundredi de B. necnon E. F. G. H. & J. K. Ballivis meis pro hac Vice tantum & eorum cuilibet conjunctim & divisim salutem Quia S. T. invenit mihi sufficient. securitatem de clamore suo prosequend. quam de averiis vel bonis & catallis suis (videlicet) de uno bove, tribus ovibus, &c. vel molendino lapide molendinar. &c. quæ V. S. Gen. cepit & injuste detinentur dicitur, retorn. si retorn. inde adjudicetur Ideo ex parte prædict. S. T. vobis & cuilibet vestrum conjunctim & divisim mandamus quod replegiari & deliberari fac. præfat. S. T. averia (vel bona & catalla) sua prædict. Et quod ponat, seu, &c. per vad. & salvos pleg. præfat. V. S. Ita quod sit ad prox. Cur. Com. mei pro Comitatu prædict. apud Aylisbury in Com. meo prædict. tenend. ad respondend. præfat. S. D. de placito captionis & injuste detentionis averiorum (vel bonorum & catallorum) suorum prædicto & qualiter, &c. mihi ad prox. Cur. meam pro Com. meo prædict. tenend. certificet. seu, &c. sub periculo incumbend. dat. sub sigillo officii mei primo die Maii Anno Regni Dom. nostri Caroli secundi Dei Gratia Angliæ, Scotiæ, Franciæ & Hiberniæ Regis Fidei Defensoris, &c. Vicesimo octavo Annoq; Domini, 1677

per me W. M. F.

A Bond of Replevin.

Noverint universi per presentes nos S. D. de D. in Com. Buck. Yeoman, Q. D. de eisdem Villa & Com. Yeoman & J. G. de A. in Com. prædicto Husbandman teneri & firmiter obligari W. M. Armig. Vic. Com. prædict. in decem Libris legalis monete Angliæ solvend. eidem Vic. aut suo com. in hac parte Alternato Executoribus Administratoribus vel Assignis suis Ad quam quidem solutionem bene & fideliter faciend. Obl.

mus nos & quemlibet nostrum per se pro toto & in solid. Hered.
cut. & Administrat. nostros & cujuslibet nostr. firmiter per
fentes sigillis nostris sigillat. dat. primo die Maii Anno Domini
ri Caroli Secundi Dei Gratia Angliæ, Scotiæ, Franciæ &
berniæ Regis fidei Defensoris, &c. Vicesimo octavo Annoque
mini 1677.

The Condition of this Obligation is such, That if
above bounden S. D. do appear at the next County
Court to be held at *Aylisbury* in the County aforesaid and
there do prosecute his Action with effect against
L. Gent. for taking and unjustly detaining of his Cae-
(or Goods or Chattels) viz. one Bull, three Sheep, &c.
Milstone, &c. and do also make return thereof if re-
thereof shall be adjudged by Law, and also save and
harmless and indemnified the said Sheriff his Depu-
and Bailiffs touching and concerning the Replevyng
delivery of the said Cattel, Goods or Chattels; That
this Obligation to be void, &c.

Condition to save harmless a Surety upon a Bond
a Sheriff or Steward of a Hundred in Repleg.

The Condition of this Obligation is such, That
Whereas the above named A. B. at the special In-
ce and request of the above bound J. S. stands bound
ther with the said J. S. to R. B. Esquire, Steward or
iff, &c. in one Obligation bearing date with these Pre-
with Condition that the said J. S. shall prosecute with
against, &c. as in the said Condition is expresed. If
before the said J. S. his Executors or Administrators
are and keep harmless the said A. B. his Executors and
ministrators of and from the penalty of the said Oblie-
and indemnified from all Suits and Troubles what-
which may arise or be for or by reason of the said
gammegion or Condition aforesaid. That then, &c.

A Condition if 500 l. of a Marriage-Portion be received, then the Husband to pay 100 l. if less than 500 l. received, then to pay 60 l. more than that which shall be received.

WHEREAS there is a Marriage by Gods Permission purposed and intended to be had and solemnized between the within bound *M. L.* the Father and *M. of L.* Widow, late the Wife of *L. S.* &c. by which Marriage (if it doth take effect) the said *M. L.* shall by the Law of the Realm be intituled unto and may demand as in right all the Personal Estate, Goods, Chattels, Rights, Credits, and Things in Action of the said *M. S.* or which do or shall appertain unto her. Now the Condition of this Obligation is such, That if the said *M. S.* his Executors or Assigns by reason of the Intermarriage aforesaid shall have obtained, got or recovered the Sum or value of 500 l. at one or several time or times of the Estate, Moneys, Debts, Duties, Rights, Credits, Goods and Chattels of the said *M. S.* or the said *T. S.* deceased, which do pertain to the said *M. S.* or Damages amounting to the value; Then if the within bound *M. L.* the Son and Executors or Administrators, or the said *M. L.* the Father shall and do well and truly content, satisfy and pay the cause to be contented, satisfied and paid unto the within named *N. C.* and *J. J.* their Executors or Administrators to the use of the said *M. S.* her Executors or Assigns she survive and over-live the said *M.* the Father the Sum of 100 l. of Lawful Money of England at or within, &c. within one half year after the decease of the said *M.* the Father. And if it fortune that the said *M.* the Father by reason of the Intermarriage aforesaid shall not have obtained, gotten, recovered and received the full Sum or value of 500 l. of Lawful Money of England at one or several time or times of the said Estate, Moneys, Debts, Duties, Rights

hts, Credits, Goods and Chattels of the said M. and T. Damages amounting to the value of 500 l. and shall open to depart this life before the death of the said M. S. en if the said M. L. the Son his Heirs, Executors or Administrators, or the Executors or Administrators of the said the Father shall and do well and truly pay or cause to be contented, paid and satisfied unto the said N. C. and J. J. for Executors and Administrators to the use and behoof the said M. S. her Executors or Administrators so much Lawful Money of *England* as the Estate, Moneys, Debts, Credits, Rights, Credits, Goods or Chattels of the said M. and T. S. which shall appertain to the said M. S. or Damages recovered by the said M. L. the Father his Executors or Administrators shall amount unto. And also the said sum of 60 l. of Lawful Money of *England* over and above the said value so received at the place aforesaid within one year after the decease of the said M. the Father as Counsel learned in the Law shall reasonably devise or advise and require; Then this Obligation to be void and of none effect,

Condition where an Executor in Trust has delivered to the Obligor the Overplus of the Testators Estate, the Obligor to pay all Costs and to save the Executor in trust harmless.

Whereas E. C. late of, &c. deceased hath lately made and declared her last Will and Testament in Writing, and thereof hath nominated and ordained the within named A. R. her Executor, according to the said Will the said A. hath delivered and undertaken to deliver the within bound T. L. all the Overplus rest and residue of the Estate of the said Testatrix after the Legacies, Funeral Charges and Debts shall be paid and discharged. **Now** Condition of this Obligation is such, That if the said A. shall at any time hereafter be compelled by any Judgment, Order, Recovery, Decree or Sentence in any Court

Court or Courts whatsoever to answer, satisfie and pay to any Person or Persons whatsoever any Debt or Debts, Sum or Sums of Money, Plate, Goods or other Recompence for or by reason or means of any Suit or Suits, Action or Actions to be had or commenced against her the said *A.* by reason or means of being Executrix of the said last Will and Testament, except only for such Legacies and Bequests of Money as are mentioned and contained in the said Will. Then if the said *T. L.* his Executors or Assigns shall within thirty days next after request thereof to them or any of them to be made or for them or any of them to be made in writing at or within, &c. well and truly pay and recompence or cause to be paid and recompenced unto the said *A.* his Executors, Administrators and Assigns all for Sum or Sums of Money, Plate, Goods and other things as shall be recovered, obtained or had against him the said *A.* as Executor of the last Will and Testament in which the said *A.* shall not have Assets in her hands to satisfie the Sum withall. And further, if the said *T. L.* his Executors, Administrators or Assigns shall at their or some of their own proper Costs and Charges clearly acquit and discharge or otherwise sufficiently save and keep harmless and indemnified the said *A.* her Executors and Administrators and her and their Lands, Tenements, Goods and Chattels against all and every Person or Persons whatsoever of and from all Actions, Costs, Suits, Damages, Charges and Demands whatsoever hereafter to be brought or commenced against the said *A.* her Executors or Administrators for by reason of being Executrix of the said last Will and Testament, except only for the Legacies and Bequests of Money mentioned in the same Will: Then this, &c.

Condition to deliver a true Account of a Womans Estate before Marriage.

The Condition of this Obligation is such, That if the within bound *M. L.* his Executors and Administrators shall and do from time to time (within 20 days next after request) make and deliver a perfect account and true declaration under his and their hands unto the within named *N. C.* and *J. J.* their Executors and Administrators all and every the Sums of Money, Damages, Recompences and Satisfaction which the said *M. L.* his Executors and Administrators shall at any time hereafter have, obtain, get, recover and receive of and from *T. S.* Executor of *T. S.* Husband of the said *M. S.* due or appertaining to the said *M. S.* by the custom of the City of London, of the Goods, Chattels, Rights, Credits, ready Money or Personal Estate of the said *T. S.* deceased; Then, &c.

A Condition for payment of a Sum of Money Quarterly.

The Condition of this Obligation is such, That if the within bound *W. E.* his Executors or Assigns shall and shall truly pay or cause to be paid unto the within named *J. H.* his Executors, Administrators or Assigns at or within, &c. the Sum of, &c. in manner and form following; (That is to say) on the 24th of December next coming after the date above written 10 *l.* thereof; on the, &c. then next following other 10 *l.* thereof; on the, &c. and on the, &c. 10 *l.* more thereof, and so Quarterly afterwards; (That is) on every of the said four days of payment thereof above mentioned Quarter after Quarter, and half year after half year, and year after year other Ten

Pounds so long and until the said Sum of, &c. be fully satisfied and paid; Then, &c. But if default shall be made in any one payment thereof, in part or in all, then to remain in full force and vertue.

A Condition to pay a certain Sum of Money (if by vertue of a Letter of Attorney it be not before paid to him) upon a Bill of Debt.

Whereas the within named S. R. by one Writing or Letter of Attorney bearing date, &c. Hath given unto the within named J. R. full power and authority to recover and receive of R. W. his Executors and Administrators the Sum of, &c. owing by him and due and payable on the tenth day of next in and by one Writing or Bill Obligatory under his hand and Seal bearing date, &c. to the use of the said J. R. his Executors or Assigns without any Account to be rendered of or for the same, as by the same Writing or Letter of Attorney more at large appeareth. *Now the Condition of this Obligation is such,* That if the said R. W. his Executors or Assigns shall not pay unto the said J. R. the said Sum of 20 l. on the day aforesaid; Then if within twenty days next after the delivery of the said Writing or Bill Obligatory unto the said S. his Executors or Assigns uncanceled and unreleased by the said J. R. or his Assigns he the said S. his Executors or Assigns shall pay unto the said J. or his Assigns at or within, &c. the said Sum of 20 l. of Lawful Money of England; Then this, &c.

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A Condition not to revoke a Will.

Whereas the within bound E. P. for good considerations her thereunto moving hath made, made, subscribed, published and declared her last Will and Testament in Writing indented and purporting her last Will, &c. for and concerning the selling, conveying and securing of all that her Messuage or Tenement with the appurtenances situate, &c. now or late in the Occupation of, &c. To the uses, intents and purposes in the said Will expressed, **If therefore** the said E. shall not at any time hereafter disannull, revoke, make void or frustrate the said Will, and do any act, fact or thing by Sale of the premises or otherwise whereby the said Will shall not be of full effect or which shall or may in any wise prejudice, hinder or hurt the same or the benefit, advantage or commodity thereof or thereby to be had, taken or to come or to accrue to the Person or Persons therein named for or concerning the said Messuage or Tenement with the Appurtenances or any part thereof; Then this, &c.

A Condition for to permit a Woman to make her Will, during her Husbands life, and to give 500 l. thereby.

Whereas there is a Marriage intended to be had between the within bound M. L. the Father, and M.S. **Now the Condition of this Obligation is such,** that if the said M. S. shall by any Writing purporting her last Will and Testament give or bequeath or therein mention to give or bequeath the Sum of 500 l. or any other Sum or Sums of Money in all not exceeding the Sum of,

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of, &c. to any Person or Persons whatsoever. If then the said M.L. the Father his Executors and Administrators shall suffer the said Will and Writing purporting her last Will and Testament to be proved and assent thereunto being required. And do also within one half year next after Probate and notice of the said Will satisfy, pay and perform the said Legacy and Legacies therein given or mentioned to be given not exceeding the Sum of, &c. to such Person or Persons to whom the same shall be so bequeathed given, limited or appointed out of the Money and proper Estate of the said M. the Father, his Executors or Administrators at or within, &c. Then, &c.

A Condition for a Woman not to demand any Dower or her Husbands Estate, except given by her by Will.

Whereas there is a Marriage by Gods Permission to be had and solemnized between M. L. and the within bound M. S. by which Marriage, (if it do take effect, and the said M. do happen to survive and overlive the said M. L.) she shall be intituled to a reasonable part and proportion of the Goods, Chattels, Plate, Jewels, Personal Estate, Right, Credits and ready Money of the said M. L. whereof he shall be possessed, or which shall appertain to him at the time of his decease. And also to have and demand a Dower or third of the Lands, Tenements and Hereditaments whereof the said M. L. shall be seized any time during the Coverture aforesaid. Now nevertheless (in Consideration that other Provision is made for the said M.) The Condition of this Obligation is such, That if the said Marriage shall take effect, and the said M. do happen to survive and overlive the said M. L. That neither the said M. S. her Executors, Administrators nor any other Person or Persons in her right shall or may c

any Right or Dower, or have any Title to any of the Estate of the Testator other than what shall be given by Will from the said M. L. Then this Obligation to be void and of none effect, &c.

A Condition to save harmless from a Wetwans Dower.

The Condition of this Obligation is such, That Whereas the within named R. P. hath lately purchased to him and his Heirs of and from the within bound H. certain Freehold Messuages, Lands, Tenements and Hereditaments situate, lying and being in the Town, Parish, Hamlets and Hamlets of M. within written of, in and to which Lands and Premises A. now the Wife of the said T. may have or challenge to have her Dower or Title of Dower, if she shall survive the said T. **I**f therefore the Heirs, Executors or Administrators of the said T. or any of them shall at all times hereafter and from time to time at his or her or some of their own proper Costs and Charges upon reasonable request thereof to be made, well and sufficiently defend, and keep harmless and indemnified as well the said Messuages, Lands, Tenements and Hereditaments, as also the said R. P. his Heirs and Assigns, and every of them against the said A. if she shall survive the said T. and her Heirs of and from the Dower and Title of Dower of the said A. of in or to the Premises or any part thereof, and of and from all Actions, Suits, Damages and Debts whatsoever, touching or concerning the same; Then,

A Condition of a Bond of Adventure.

Whereas the abobe named *W. S* hath before the
 Ensealing hereof paid and delivered unto the
 abobe named *A. W.* the Sum of 60 *l.* of Law
 ful Money of *England*, to pay and discharge certain Debts
 which were owing to certain Persons for Provisions and
 Furniture, for the use of the good Ship called the, &c. now
 upon a Voyage in the Service of the Governour and Com
 pany of Merchants of *London*, Trading to and from the
East-Indies to *Bantam* and other parts in the *East-Indies*, and
 from thence to return to this Port of *London* to end his
 Voyage, and is contented to bear the Adventure and haz
 ard of the full value thereof in the said Ship during the
 said Voyage until her safe arrival in the *East-Indies*, and
 from thence until the said Ships safe arrival in the River
Thames within the Port of *London*, or other Port of her dis
 charge in *England*, and there being moored four and twenty
 hours at an Anchor, which first shall happen and no lon
 ger upon the Condition hereafter following. Now the
 Condition of this Obligation is such, That if the said
A. W. his Executors, Administrators or Assigns, or any
 of them do and shall in consideration of the Premises w
 and truly pay or cause to be paid unto the said *W. S.*
 Executors, Administrators or Assigns at, &c. the Sum
 &c. of Lawful Money of *England* within fourteen da
 next after the first return of the said Ship from the *East*
Indies aforesaid, into the River of *Thames* in the Port
 the City of *London*, or other Ports of her discharge in
England, and there being moored four and twenty hours
 at an Anchor, which first shall happen. Then, &c.

Condition of a Bond to repay a Rateable part of a Legacy to the Executor in case the Testators Estate shall fall short.

Whereas the above named *W. S.* Executor of the last Will and Testament of *N. H.* late of, &c. deceased, the late Uncle of the above named *H.* who was the Son of *J. M.* deceased, the late Brother of the said *N. H.* deceased, hath at the request of the said *A.* and the above bound *R. M.* paid unto him the said *A. H.* the Sum of, &c. of Lawful Money of *England*, being part of the Sum of, &c. as a Legacy given by the said *H.* in and by his last Will and Testament in the words following, (*viz.*) *Item, I give, &c. recite the Legacy.* Now the Condition of this Obligation is such, That in case the Estate of the said *N. H.* deceased shall fall short to pay and satisfy all the Debts and Legacies, and Funeral Charges of the said *N. H.* deceased. Then if he the said *H.* his Executors or Assigns shall from time to time and at all times hereafter upon request thereof to be made well and truly pay or cause to be repaid unto the said *W. S.* his Executors or Assigns out of the said Sum of, &c. so by him now received as aforesaid a Rateable and proportionable part of what shall so fall short to pay and satisfy all such Debts and Sum and Sums of Money as shall be from time to time hereafter recovered against the said *W. S.* his Executors or Assigns as Executor of the last Will and Testament of the said *N. H.* deceased for any Debts owing by the said Testator in his life time accompting all the Legacies in the said Will mentioned, and the rest and residue of the said Testators Estate in and by the said Will given and bequeathed to the said Executor as part of the said Testators Estate to satisfy the same Debts. Then this Obligation to be void, &c.

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A Condition from a Father to an Executor upon Receipt of his Childrens Legacy being under age, that they shall release, when they come to age, and save harmless the Executor for the Legacies so received.

Whereas the within bound B. B. did in and by her last Will and Testament in Writing amongst other things give and bequeath unto T. M. and J. M. Sons of the within bound T. M. 50 l. That is to say unto the said T. the Sum of, &c. and unto the said J. the Sum of, &c. And whereas at the special instance and request of the said T. the Father the within named T. being Executor of the said B. hath paid unto the said T. the Father the Sum of 50 l. the receipt and satisfaction whereof he the said T. the Father doth hereby acknowledge. **Now the Condition of this Obligation is such,** That the said T. the Father or the within bound J. M. or either of them, their or either of their Executors, Administrators or Assigns, shall within twenty days next after the said Son shall attain to the Age of one and twenty years and within twenty days next after the said J. shall attain to his Age of one and twenty years cause and procure him and them so attaining to the said Age, or his or their Executors or Administrators respectively in due, lawful and sufficient manner severally and respectively to acquit, release and discharge the said T. B. his Heirs, Executors and Administrators of and from such of the said several Sums of 30 l. and 20 l. as is to them severally in and by the said Will given and bequeathed as aforesaid, and every part thereof. And further if the said T. M. the Father or the said J. M. or either of them, their or either of their Executors or Administrators, or any of them shall from time to time and at all times hereafter at his, their or some of their own proper Costs and Charges clearly acquit and discharge

Conditions.

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erwise well and sufficiently save, defend and keep harm-
the said T. B. his Executors and Administrators, and his
their Lands, Tenements, Goods and Chattels as well
Re- inst the said T. M. and J. M. the Sons, their Executors
Administrators, as against all Persons whatsoever for
Sums of 30 *l.* and 20 *l.* given to them in and by the
last Will as aforesaid, and of and from all Actions,
Costs, Troubles and Demands whatsoever touching
concerning the same ; Then, &c.

*Condition to pay a Sum of Money for the re-
leasing one in Barbadoes and to bring him for
England.*

Whereas J. M. Cook, is now a Servant to C. H.
in the Island of Barbadoes for a certain term of
years yet to come. Now the Condition of
Obligation is such, That if the above named M. B.
Executors or Assigns shall within the space of one year
ensuing the date above written cause or procure the
J. M. to be freed, released and discharged from the
service ; Then if the above bound D. L. and J. C. or
of them, their or either of their Executors or Ad-
ministrators shall well and truly pay or cause to be paid un-
to the said M. B. his Executors or Administrators at or
&c. so much lawful Money of England, as the said
Executors, Factors and Assigns shall pay or disburse
Money or Goods at the rate at which the same shall be
or payable in the said Island for the procuring of
erty, and discharge of the said J. M. from his said
and other necessary Charges for his passage from
Island to the Port of London ; Then, &c.

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A Counter Bond upon the same.

WHEREAS the abobe named J. C. at the request of the above bound D. L. by one Obligation bearing date the day of the date above written standeth bound together with him the D. L. unto M. B. of, &c. in the Sum of Two Pounds of Lawful Money of *England* conditioned for payment of so much Lawful Money of *England*, as the M. his Executors, Factors or Assigns shall pay or discharge for the procuring of the Liberty, Freedom and Discharge of one J. M. Servant to C. E. in the Island of *Barbadoes* from the Service of the said C. E. and other necessary Charges for his Passage from the said Island to the Port of *London*, as in and by the said recited Obligation and Condition more at large it doth and may appear. **Now** Condition of this Obligation is such, That if the D. L. his Executors or Administrators shall from time to time and at all times hereafter at his and their own private Costs and Charges clearly acquit and discharge, or otherwise well and sufficiently save, defend, keep harmless and indemnified the said J. C. his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels of and from all the troubles which he or they shall or may incur, sustain or be put unto for full discharge thereof: Then this Obligation to be void, &c.

A Condition of a Bond upon Marriage.

Whereas there is a Marriage shortly (by Gods Permission) to be had and solemnized between the aforesaid J. G. and R. A. of L. Spinster, Sister of the aforesaid S. A. by which Marriage (if it take effect) the said J. G. will be intituled unto and may demand (as in right) all and singular the ready Money, Debts, Goods, Chattels and Personal Estate of the said R. ~~Now~~ for making of some Provision for the Livelihood and maintenance of the said R. in case the said Marriage shall take effect, and that she shall survive the said J. G. The condition of this Obligation is such, That if the Executors or Administrators of the said J. G. shall within six months next after his decease well and truly pay or cause to be paid unto the said R. (so surviving) her Executors, Administrators or Assigns the Sum of, &c. of Lawful Money of England in full satisfaction of such part and portion or share of the Goods, Chattels, Debts, and Personal Estate of the said J. G. as she the said R. may have claim or demand by the Custom of London, or otherwise other such Legacies or Bequests as the said J. G. shall be intitled to give, leave or bequeath unto her the said R. (over and above the said Sum of, &c.) in or by his last Will and Testament; Then this present Obligation to be void and of none effect, or else, &c.

A Condition where L. G. being Prisoner at the Suit of H. W. the said L. G. is obliged either to clear Accounts by such a day, or yield himself Prisoner in default thereof.

WHEREAS the above bound *W. G.* is now under an Arrest at Suit of the above named *H. W.* And whereas as the said *W. H.* at the request of the above named *L. G.* is contented to permit the said *G.* to go at liberty until the first day of *Hilary* Term next coming. Now the Condition of this Obligation is such, That if the said *G.* or before the said first day of *Hilary* Term next coming either make and give unto the said *W. H.* his Executors Administrators a true and just accompt and reckoning in writing of all such Debts, Sum and Sums of Money as the said *G.* hath heretofore received of any Person or Persons whatsoever to the use of the said *W. H.* and also make and give satisfaction to the said *W. H.* his Executors or assigns of and for all such Sum and Sums of Money as on the said Accompt shall appear to be due and payable; else if he the said *G. L.* shall in default of such Accompt and Satisfaction given, appear, yield and deliver his Person at or in the Office of the Compter *Woodstreet, London,* in the Custody of one of the Serjeants at Mace there as the Prisoner of the said *W. H.* in or to such Accompt as is or shall be then and there entred or depending against the said *G.* the day of *Hilary* Term now next ensuing; Then this Obligation to be void and of none effect, or else, &c.

A Bond to save harmless the Obligee from all Debts contracted by a Joint-Trade.

Whereas the above named J. C. and the above named W. K. were lately Copartners together in the Trade of buying and selling of Silk and Haberdashery Wares and other things, by reason whereof divers Debts and Sums of Money were due and owing by the said Copartners unto several Persons, all which Debts and Sums of Money are mentioned and expressed in their last General Account made up and subscribed by the said Copartners the, &c. last past before the day of the date above written, and are likewise extracted and mentioned in the Schedule thereunto annexed, as thereby may more particularly and at large appear. *Now the Condition of this Obligation is such;* That if the said J. C. his Executors and Administrators shall from time to time and at all times hereafter at his own proper Costs and Charges clearly acquit and discharge or otherwise well and sufficiently save, defend, keep harmless and indemnified the said M. L. her Executors and Administrators, and her and their Lands, Tenements and Hereditaments, Goods and Chattels and every of them against all and every person and persons whatsoever, for and from all and every the said Debts and Sums of Money so mentioned and expressed in the said last General Account in the said Schedule hereunto annexed, and from all lawful Actions, Suits, Troubles, Damages, Expences and Demands whatsoever, for touching and concerning the same and every of them and every part thereof; Then, &c.

A Condition of A. B. C. Collateral Bond for further Security of Payment of a certain Sum of Money.

VV *Whereas* J. T. and W. T. of L. Merchant, by one Bond and Obligation bearing date the, &c. Did become bound unto the above named T. C. in the Sum or penalty of 500 l. of Lawful Money of England conditioned for Payment of the Sum of 250 l. of like Money with Interest after the rate of 6 l. per Centum per Annum on the, &c. next coming after the date of the said recited Obligation at or within, situate, &c. As in and by the said recited Obligation and Condition more at large may appear. And *Whereas* the said J. T. since the Sealing and delivery of the said recited Bond or Obligation is deceased and the Sum of, &c. was not paid unto the said T. C. as the same ought to have been according to the true intent and meaning of the said Condition of the said recited Obligation but still remaineth unpaid. *Now the Condition of this Obligation is such,* That if the said W. T. his Executors or Administrators, and the Executors or Administrators of the said J. T. or any of them shall not well truly pay or cause to be paid unto the said T. C. his Executors, Administrators or Assigns the Sum of, &c. of Lawful Money of England on the, &c. next ensuing the date above written in satisfaction of the said recited Obligation. *Then* if the above bound R. W. his Executors, Administrators or Assigns shall well and truly pay or cause to be paid unto the said T. C. his Executors, Administrators or Assigns the Sum of, &c. of Lawful Money of England on the, &c. next ensuing the date above written at or within the said T. C. his Executors, Administrators or Assigns then also delivering up unto the said R. W. his Executors, Administrators or Assigns the said recited Bond or Obligation safe, whole, uncanceled and undefaced, to

with one Assignment of the said Bond or Obligation, and Letter of Attorney to be by him signed, sealed and delivered unto or for the use of the said R. W. his Executors or Administrators for the better making of him the said R. W. his Executors, Administrators or Assigns to demand, recover and receive to his and their own proper use and uses of and from the said W. T. his Executors and Administrators, and of and from the Executors and Administrators of the said J. S. or any of them all such Sum and sums of Money, as are or shall grow due and payable by virtue of the said recited Obligation and Condition, or either of them; Then this, &c.

Condition by way of Annuity (viz.) in consideration of 100 l. present Money to pay 20 l. for nine years.

The Condition of this Obligation is such, That Whereas the above named T. G. in Consideration of 100 l. of Lawful Money of England to him in hand before the delivery hereof by the above named H. A. A. D. and A. D. well and truly paid, The receipt whereof he the said T. G. doth hereby acknowledge, accordingly hath agreed to pay unto the said H. A. A. D. and N. H. or some or one of them their Executors, Administrators or Assigns one annuity or yearly payment of 20 l. of Lawful Money of England per Annum, for and during the term of nine years, to be accompted from the Feast of, &c. last past before the date hereof at such days and times, and in such manner and form as herein after is mentioned to the intent the same shall and may be disposed of by the said H. A. and A. D. N. H. or the survivor of them together with the Executors or Administrators of such of them as shall die, to their Pious uses as they in their discretions shall seem meer. Therefore, the said T. G. his Executors, Administrators and Assigns shall well and truly pay and cause to be paid unto the said A. H. A. D. and N. H. or some or one

of them, their, or some or one of their Executors, Administrators or Assigns, one Annuity yearly payment of Sum of 20 l. of Lawful Money of England per Annum, for and during the term of nine years to be accounted from the aforesaid Feast of the Birth of our Lord God last past at two of the most usual Feasts or Terms in the year; that is to say, the Nativity of *St. John the Baptist*, and the Birth of our Lord God for the purpose aforesaid by even and equal proportions; the first payment thereof to begin and be made on the Feast-day of the Nativity of *St. John the Baptist* next coming after the date above written; This present Obligation to be void and of none Effect. Be it if default shall be made of or in payment of the said Annuity or yearly payment of 20 l. or any part thereof any time during the said term of nine years, on either the days of payment thereof above mentioned contrary to the form aforesaid: Then to stand in full force, &c.

A Condition to save harmless of a Bailment.

The Condition, &c. That Whereas the above named *H. B.* before the Ensealing hereof hath Bailed and taken into Mainprise *K. A.* of, &c. in an Action of, &c. against him commenced by, &c. in the Compter, as by the Records of the same Court may appear. **If** therefore, the above bound *K. A.* his Heirs, Executors, Administrators and Assigns, or any of them Do at all and every time and times hereafter save and keep harmless the said *H. B.* his Heirs, Executors, Administrators and Assigns, and every of them his and their Lands, Tenements, Goods and Chattels, and every of them, of and from all and every Actions and Actions, Suits, Condemnations, Judgments, Executions and Demands whatsoever to be had for or by reason of the said Bailing or taking into Mainprise the said *K. A.* Then, &c.

Condition that a Son in Law and his Wife shall claim no further portion or Childs part.

The Condition of this Obligation is such, That
Whereas the above bound *A.S.* hath heretofore married *G.* one of the Daughters of the above named *N.C.* and the said *N.C.* hath been pleased to give unto the said *A.S.* *£* 100 l. of Lawful Money of England for the Marriage Portion of the said *G.* his Wife. **I**f therefore the said *A.S.* his Executors and Administrators shall at all times hold him and themselves contented with the said Portion, and shall nor do not at any time hereafter claim, challenge or demand of and from the said *N.C.* during his life, or after his death, or from his Executors or Administrators or out of the Estate of the said *N.C.* any further or other Portion, Childs part, Sum or Sums of Money or other benefit; That then, &c.

A Condition not to revoke a Letter of Attorney.

The Condition of this Obligation is such, That
Whereas the above bound *S.P.* hath by his Letter of Attorney bearing date, &c. Authorized the above named *F.B.* to ask, demand and receive, and if need shall require to sue and implead *T.A.* and *R.P.* their Executors and Assigns for the Sum of, &c. due and unpaid by the said *T.A.* and *R.P.* for, &c. in *D.* aforesaid now in his occupation by force of a Demise therefore made unto him by the said *S.P.* for divers years yet ensuing. **I**f therefore the said *S.P.* shall not at any time hereafter revoke, frustrate or disannull the said Letter of Attorney. But if it shall and may be lawful to and for the said *F.B.* at all times hereafter to ask, Levy, demand, receive and recover the aforesaid Rent due and behind as aforesaid according to the true intent and meaning of the said Letter of Attorney; Then, &c.

A Condition for the performing of an Award submitted unto by Rule of Court.

The Condition of this Obligation is such, That *Whereas* the Suit depending before the Kings Majesty in His Majesties Court of, &c. at *Westminster* between, &c. was by Rule or Order of the said Court dated, &c. with the consent of the said Parties referred to the final ending and determination of *H. H.* as in and by the said Order more at large appeareth. *If therefore* they the within bound *T. C.* &c. their Executors, Administrators and Assigns, and every of them for his and their part in all things do well and truly stand to, obey and perform, fulfil and keep the Award, Order, Arbitrement, Determination and Judgment of the said *H. H.* of upon and concerning the said cause in variance between the said Parties in his Majesties Court of, &c. at *Westminster*; That then, &c.

A Condition for saving harmless of several Sureties bound in several Bonds.

The Condition, &c. That *Whereas* the above named *A. B. C. D.* at the special Instance and request of the above bound *R. N.* and his Sureties stand jointly and severally bound together with the said *R. N.* in four several Obligations bearing date with the said Presents of several penal Sums of 200 *l.* apiece with several Conditions indorsed for the payment of 100 *l.* apiece unto the said *R. N.* his Executors, Administrators and Assigns at the several days and places limited and appointed in the several Conditions as by the said Obligations and Conditions thereof may appear. *If therefore* the said *R. N.* his Executors, Administrators or Assigns, or any of them shall and do well and truly make payment of the several Sums afore mentioned. *And also* shall and will from henceforth

well and sufficiently save, defend, keep harmless and indemnified the said *A. B. C. D.* and their Executors, Administrators and Assigns of and from all Actions, Costs, Suits, Troubles, Damages and Demands which may arise by reason of the said several Obligations entred into by them as aforesaid: Then, &c.

Condition not to claim a Marriage, nor prosecute a Precontract.

The Conditton, &c. That Whereas heretofore (*viz.*) in Decemb. 1676. there was a Sentence of Divorce given and had and yet is remaining in the Court of Audience between the within named *G. R.* by reason of a Precontract proved on the part and behalf of the said *G. R.* as by the Records of the said Court may appear. And whereas also the said *M. H.* by the name of *M. H.* hath on the day of the date above written (for further satisfaction and confirmation of the said Sentence of Divorce) before the Right Worshipful *A. B.* Judge of the aforesaid Court of Audience renounced all benefit of Appeal or Appeals, or other Prosecutions of the said Cause touching the said Decree and nullity of the said Marriage between them the said *G. R.* and the said *M.* as aforesaid had and proposed. And whereas also the said *G. R.* by his Deed indented bearing date the, &c. and in the, &c. made between the said *G. R.* of the one part, and the said *M. H.* by the name of *M. H.* of the other part did grant unto the said *M. H.* the name of Dame *M. H.* one Annuity or yearly Sum of &c. of Lawful Money of *England* during her life as the said Indenture amongst other things more at large both and may appear. It therefore the said *M. H.* shall any time hereafter stile or call her self by the name of *B.* or derive or assure to her self any manner of title or name from the said *G. R.* or shall at any time hereafter by her self or by any other Person or Persons directly or indirectly molest, sue, implead or trouble, or cause

cause to be cited the said G. R. in or to any his Majesty's Courts either in *England*, or in any other place belonging to the Kings Dominions for or concerning any Marriage or contract of Marriage had or supposed to be had heretofore betwixt the said G. R. and the said M. H. or shall at any time hereafter seek further to question on the nullity of the Marriage heretofore ended and adjudged in the said Court of Audience, or in any other Court to the further vexation of him the said G. R. Then if the said M. H. the within bound also G. H. and N. M. or any of them, their or any of their Executors Administrators and Assigns do or shall within thirty days next after due proof thereof or of any part thereof made, and knowledge thereof given to the said M. H. G. H. &c. or any of them, their or any of their Executors, Administrators and Assigns well and truly pay or cause to be paid unto the said R. G. his Executors Administrators or Assigns at or in the Rolls Chappel situated in *Chancery-Lane*, the Sum of, &c. of Lawful Money of *England*, He the said G. R. his Heirs, Executors or Assigns paying unto the said M. H. to her Assigns from henceforth and from time to time during her natural life the said yearly Sum of, &c. according to the purport, limitation, contents and true meaning of the said Deed indented without fraud or covin; That then this, &c.

A Condition to save harmless a Bail.

The Condition, &c. That Whereas the within bound W. C. the day of the date within written was arrested in the Poultry-Counter, *London*, at the Suit of, &c. upon an Action of Trespass, &c. And whereas also G. C. and the within bound J. C. the day of the date before of at the request of the said W. C. have Bailed him out of the said Counter upon their Bonds, as in such cases is usual, as by the Records of the same Court appeareth. If therefore the said W. C. his Executors, Administrators or Assigns at all times hereafter and from time to time do clearly

acquitt, discharge, save harmless and indemnified the said
G. C. and J. C. or either of them, their Executors and Ad-
ministrators, and every of them, and all their and every
of their Goods and Chattels as well against the said, &c. his
Executors, Administrators, Successors and Assigns or against
all and every such Person and Persons or for and concerning
the said Account of, &c. and of every part thereof, and also of
and from their said Bond entered into by them as aforesaid
and of all Losses, Troubles, Suits, Damages, Condemnations,
Judgments and Executions concerning the same; That
then, &c.

*A Condition to save a Man harmless that was a
Surety for keeping the Peace.*

The Condition, &c. That Whereas the above named
J. C. and A. B. together with the above bound R. P.
and for him the day of the date hereof have by Recogni-
zance acknowledged to owe unto our Sovereign Lord the
King Twenty Pound apiece, That the said R. P. shall from
thenceforth for ever keep his Majesty's Peace against one
J. B. as by the said Recognizance entred into and ac-
knowledged as aforesaid more at large appeareth. **I**f there-
fore the said R. P. his Heirs, Executors or Administrators
at all times hereafter and from time to time do clearly ac-
quit, release, discharge, save harmless and indemnified the
said J. C. and A. B. their Executors and Administrators, and
their Lands, Tenements, Goods, and every of them as well
against our said Sovereign Lord the Kings Majesties, his
Heirs, Successors, Officers and Assigns as against all and
every other Person and Persons of or concerning the said
J. B. or Sums of, &c. and every part and parcel thereof,
and also of the said Recognizance, and all Costs, Losses and
Troubles, Hurts, Suits, Extents, Condemnations, Judg-
ments and Executions concerning the same; That then,

A Condition from a Bailiff or Steward to his Master to yield a just account of his Charge.

The Condition, &c. That Whereas the above bound G. hath retained C. H. until, &c. next coming to be his Bailiff of his Mannor of, &c. and to take the Charge of the Corn, Hay, Stock of the Cattle and other Goods there. **I**f therefore the said G. H. shall and do for all the said time well and faithfully serve the said G. L. as his Bailiff and take care and charge of his Corn, and shall also from time to time yield and render a just and true account as well of and for the Corn, Hay, Stock of Cattle and other Goods of the said G. L. which have or shall during his said term come to his hands, charge, custody or possession as also of and for the Rents, Issues, and Profits of the said Mannors, Lands and Premises as aforesaid unto the said &c. his Executors, Administrators or Assigns according to the trust reposed in the said C. H. by the said J. L. as aforesaid; That then, &c.

A Condition for the quiet enjoying of Lands discharged of all Incumbrances, and for performance of Covenants.

The Condition of this Obligation is such, That if the above bound J. W. his Heirs and Assigns shall and may from time to time and at all times hereafter peaceably and quietly have, hold and enjoy that Messuage, &c. acquitted and discharged of and from all former Bargains, Sales, Charges and Incumbrances whatsoever had, made, done or suffered by the said N. and J. and either of them or without any Let, Trouble, Eviction or Interruption of them the said N. J. and their Heirs, Executors, Administrators and Assigns, or of any other Person or Persons claiming by, from or under them, or the

Ma- their means, consent or procurement, and also if they the
id N. and J. shall and do from time to time and at all
times hereafter well and truly observe, perform and keep
and every the Covenants, Articles and Agreements on
their part to be performed, observed and kept contained in
the pair of Indentures made between, &c. bearing date,
&c. Then, &c.

Condition not to play at any unlawful Game ex-
cept for eight days after Christmas.

The Condition, &c. That Whereas the above bound
J. K. hath heretofore accustomed, frequented and
used himself to play at Dice, Cards, Tables and
other Games to his great charge, hindrance and loss, so
that by exercise, use and accustomed playing at these un-
lawful Games, the said J. K. hath been like to fall and come
into extreame poverty and danger, for the avoiding of which
said evils the said J. K. through the advice of his Friends
much agreed to be bound in the Sum of, &c. to abstain and
prevent himself from the Plays and Games aforesaid, and of
and from them and every of them for and during the term
of seven years next ensuing the date above written. **A**
t heretofore the said J. K. shall at any time hereafter privately
or openly during the said term of seven years next ensu-
ing play at any the said unlawful Games of Cards, Dice or
Tables, or any of them with any person or persons what-
soever for any Sum or Sums of Money, or any other
Goods or Chattels whatsoever (liberty of playing at Cards,
Dice or Tables, for the space of eight days yearly next after
the Birth of our Lord God commonly called *Christmas* du-
ring the said seven years only excepted) That then, &c.

A Condition to pay Money, if a Bargain do not proceed.

The Condition of this Obligation is such, That Whereas the above named *A. B.* did heretofore upon the entring into of certain Articles of Agreement made between, &c. for the bargain and purchase of Lands of the said *C. in H.* in the County of *L.* pay and deliver unto the said *C. D.* the Sum of, &c. as by the said Articles appeareth. And whereas the said *A. B.* before the sealing and delivery of the said Obligation paid and delivered unto the said *C. D.* the Sum of, &c. more at the request of the said *C. D.* It therefore the above bound *C. D.* &c. and their Heirs, Executors, Administrators and Assigns or any of them shall and do well and truly pay and satisfy unto the said *A. B.* his Executors, Administrators and Assigns the aforesaid Sum of, &c. in case the said Bargain be not proceeded in with effect. And if the said Bargain be proceeded in, Then if the said *C. D.* his Executors or Administrators do abate and allow unto the said *A. B.* his Executors and Administrators the said Sum of, &c. at and upon the, &c. That then, &c.

A Condition that a later Husband shall not intermeddle with the Portions of Children left by former Husband.

The Condition of this Obligation is such, That Whereas by certain Indentures of Settlement bearing date the, &c. and made between, &c. where in several Provisions have been made by the said *J. K.* ceas'd for *C. C.* concerning Portions and Sums of Money for *E.* and *L.* Daughters of the said *J. K.* and for their present Maintenance: If the above bounden *A. B.* (who is Married with *J. K.*'s Widdow) shall not nor will at all intermeddle

meddle with the said Portions or Sums of Money, or the
proceed thereof, nor receive any of the said Moneys ap-
pointed for the said Portions, and for the Maintenance of
the said E. and L. but shall and will permit and suffer O.
Wife of the said J. K. and now Wife of the said A. B.
and such as she shall appoint, and such other Persons as are
empowered or intrusted by the said late J. K. wholly to
dispose of the same, and of the Lands out of which they
are to be raised without any intermeddling or interruption
of or by him the said A. B. Then, &c.

*Condition for faithfully Executing the Office of a
Peny-Post Messenger.*

The Condition of this Obligation is such, That
Whereas the above named W. B. is impowred by
the General Post-Office to carry out Letters into
the said County of Essex, and to deliver them as they shall be directed, and to
be accountable to the said Office for such Sum and Sums of
Money as he shall receive for the same. And whereas the
said W. B. hath intrusted the above bounden D. H. to carry
out such Letters in the said County of Essex, and to deliver
them to such Persons and in such Places as they shall be di-
rected three times in the Week Weekly. If therefore the
said D. H. shall and do diligently, carefully and faithfully
carry and convey or cause to be carried and conveyed such
Letters as he shall be intrusted withall to such Persons, and
in such Places on the days and times three times in the
Week Weekly as they shall be directed, and shall and do
from time to time make and give unto the said W. B. a true
and just account as often as he shall be thereunto required
of all such Sum and Sums of Money as he the said D. H.
shall receive, or any Person for him for such Letters as he
shall carry out or cause to be carried out as aforesaid, or
otherwise shall and do save harmless, and keep indemnified
the said W. B. his Executors and Administrators of and
from all Actions, Suits, Troubles, Damages and Demands
what-

whatsoever touching or concerning the same: Then the Obligation to be void, &c.

A Condition to save the Assignor of a Bond harmless from Actions to be brought in his Name.

The Condition of this Obligation is such, That if the above bounden *A. B.* his Executors or Administrators shall and do from time to time and all times save, keep harmless and indemnified the above named *C. D.* his Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels of and from all Costs and Charges of or for the Prosecution of an Action or Actions, Suit or Suits to be brought in his Name or Names upon one Bond or Obligation (as so recite the Bond and Condition briefly) and of and from all Costs or Charges which may be recovered against the said *C. D.* his Executors or Administrators in any such Action or Actions, Suit or Suits, by reason of any Negligence or otherwise, and of and from all Costs and Charges of defending or prosecuting any Suit or Suits in any Court or Courts of Equity or elsewhere of, for and concerning the said Obligation, or for or concerning any matter or thing whatsoever any way relating to the said Bond or any thing to be done thereupon, or any way relating to the said Debt due from the said, &c. or any Security taken for the same, the benefit of which said Security is assigned over to the said *A. B.* Then, &c.

Condition of a Bond given to the Queen to perform the Office of Distributor of Stamp Vellum, Parchment and Paper, and Collector of the Duties arising thereupon.

The Condition, &c. That the said E. C. (the Obligor) should duly execute the said Office, and give full account in writing of all such Vellum, Parchment and Paper mark'd and stamp'd according to a late Act of Parliament made in the fifth year of the Reign of their late Majesties King *William* and Queen *Mary* intituled an Act, &c. that should be delivered to the said E. C. or to any other Person or Persons by his directions, and also of all such Sum and Sums of Money as he or any Person or Persons employed under him should from time to time Collect for the Duty charged upon the same, and also for the said Vellum, Parchment and Paper in case the same shall be provided by the Commissioners of the Stamp-Office, and by all such Sum and Sums of Money so to be Collected at such time and place as the said Commissioners or any other Person or Persons thereunto lawfully Authorized shall direct and appoint, and shall from time to time and at all times observe, perform and obey all such Orders, Rules and Directions as the said E. C. shall from time to time receive from the Lords Commissioners of their said Majesties Treasury, or her Majesty's late Lord Treasurer for the time being, the Under-treasurer of her Majesties Court of Exchequer, the Commissioners for putting the said Act in Execution for the time being, or any Person or Persons under them, or any of them for that purpose lawfully appointed, and shall on request return unto the said Commissioners for the time being, or to such Person or Persons as they should for that purpose appoint, all such Vellum, Parchment and Paper as shall remain in his

N

hands

hands undisposed of in good and plight condition for Sale : Then this Obligation, &c.

A Condition to deliver up Writings after a Mortgage paid off.

The Condition, &c. Whereas, (and so briefly recited the Mortgage.) If therefore after full payment made of the said Sum of, &c. the above bounden *A. B.* his Executors, Administrators or Assigns, shall and will upon request in that behalf deliver or cause to be delivered unto the above named *C. D.* his Heirs or Assigns all the Deeds, Evidences and Writings touching the said Manors, Lands and Premises mentioned in the Schedule indented to the Counterpart of the said Mortgage Deed, safe and uncanceled, for and notwithstanding any willing act or thing by him the said *A. B.* his Executors or Assigns in the mean time to be made, done or committed to the contrary together with that part of the said Indentures that are under the Hand and Seal of the said *C. D.* together with one Obligation of the penalty of, &c. entered by the said *C. D.* for performance of the Covenants, Payments and Agreements therein contained on the part and behalf of the said *C. D.* his Heirs, Executors and Administrators to be paid and performed, he the said *C. D.* his Heirs or Assigns then delivering up unto the said *A. B.* his Executors or Assigns the part of the said Indentures that is under the Hand and Seal of the said *A. B.* to be Cancelled and made void : Then, &c.

Credit

Creditor and Debtor.

A Letter of License.

To all Christian People to whom these Presents shall come, We whose Names and Seals are here under subscribed and set being Creditors of J. H. &c. send Greeting: **Whereas** the said J. H. &c. aforesaid stands bound and is severally indebted unto us the said Creditors in divers and sundry Sums of Money as by several Obligations and Writings under his Hand and Seal unto us severally made, or otherwise it doth and may appear. **Now** know ye, That we the said Creditors for divers good and charitable causes and considerations us especially moving have given and granted and by these Presents do give and grant our full License and liberty unto the said J. H. free-ly, quietly and peaceably to go about, attend and negotiate his Affairs, Businessses and Causes whatsoever he hath or may have in any wise as well within the City of London, as in other Cities and Liberties whatsoever at all and every time and times from henceforth for and during the space of three years to begin at, &c. next ensuing the date hereof without any let, disturbance, molestation, stay, arrest, Attachment or Suit of his Person, or of his Goods, Chattels, Moneys, Merchandizes or Appurtenances whatsoever by us or any of us his said Creditors, or by the Executors or Administrators of us or any of us on this side or within the space of three years shall, do, move, promote, practise or attempt, or cause to be in any means or manner of Act, Thing or things to be done, moved, promoted, practised, or attempted against the said J. H. his Goods, Chattels, Moneys, Merchandizes or any other of his things whatsoever. **Then** we his said Creditors do not only a-

gree to grant this our present License and liberty to the said J. H. for the payment of his Debts; **But also** every one of us for his part do by these Presents freely and clearly release, acquit, remit and forgive unto the said J. H. all and every such Sum and Sums of Money as the said J. H. at this time doth give and stand indebted unto us for; *in Witness, &c.*

A Letter of License that the Debtor shall not be molested until Default be in payment of his Composition money.

TO all to whom this present Writing shall come We the Creditors of A. B. of, &c. whose Names and Seals are here under put send Greeting: *Whereas* the said A. B. is severally indebted unto us in several Sums of Money under our said Names respectively mentioned which we conceive and believe that by reason of his many Losses he is not able to pay unto us, nor hereafter can we obtain an abatement of some part thereof, and in spite of time to him made and given, and we further believing that his honest and true intent is to satisfy unto us the residue of our said Debts according to our such abatement made, at such time given, do every one of us severally and respectively for himself and for his several Executors (and not jointly nor one for another) Covenant, grant, conclude, condition and agree to and with the said A. B. by these Presents to abate, remit and forgive him the said A. his Executors and Administrators the moiety or one half part of the Debts and Sums of Money he now oweth unto us severally and respectively, and to accept and take the said moiety or half thereof in full satisfaction and discharge of the whole at the days and in manner following (that is to say) The one half of the said moiety or, &c. (now hereby remitted) at or before, &c. and the other half, &c.

we the said Creditors severally and respectively do hereby give and grant to him the said A. B. his Executors and Administrators free liberty and license with his and their Goods, Wares, Chattels, and Cattel to dwell, abide, pass, repals, travel and trade into and from any Town and Towns, and Place and Places while and until default shall be made in the said payment, or either, without any Action, Suit, Arrest, Seizure, Attachment, Stop or Molestation whatsoever of any of us respectively or his respective Executors, Administrators or Assigns, and that in case any one of us, our Executors Administrators and Assigns contrary to this our Agreement and License shall sue, arrest, attach, seize, stop, molest or hinder him the said A. B. his Executors, Administrators, or his or their Goods, Wares, Chattels or Cattle, or any of them for all or any part of the said Debts now to us owing while and until default be made in payment thereof as aforesaid. That then every such one of us as shall so do, and his Executors and Administrators shall for ever forfeit and lose all his said Debts, and the said A. B. his Executors and Administrators shall be freely and wholly acquitted, released and Discharged thereof for ever by these Presents. *In Witness, &c.*

Ecclesiastical Instruments.

A Qualification for a Noblemans Chaplain.

Universis & singulis presentes literas inspecturis sive quos infrascripta tanguat seu tangere poterint in futurum *Thomas Dominus Darcey Baro de Chick* salutem. Noveritis me presatum *Thomam Dominum Darcey*, &c. de vita probitate, morum integritate & sacrarum literarum scientia, de quibus *Johannem Carey* Clericus mihi commendatus existit ipsum *Johannem Carey* in numerum Capellanorum meorum domesticorum ad deservendum mihi circa divina officia infra aedes meas celebranda assumpsisse, aggregasse, ascivisse & admisisse, eumque in Capellanum meum domesticum assumere, aggregare, asciscere & admittere per presentes Quorum vigore libere liceat & licebit eidem *Thomae Carey* Capellano meo omnia & singula Privilegia, Beneficia, Libertates, Preheminentias & Immunitates Capellanis Baronum & Procerum in Statutis & Legibus hujus indevoti Regni *Anglie* quoquomodo concessa & elargita consequi poterit & obtinere ad omnem juris effectum inde sequi valentem illudque universitati vestrae attestandum fore dum opportunitum, sicque attestor per presentes dar. sub manu sigilloque meo ad arma primo die *Maii* Anno Domini 1678 Annoque Regni Regis *Caroli* secundi tricesimo secundo.

*A Grant for a Presentation to a Church for the first
Turn and next Avoidance.*

UNiverſis, &c. Noveritis me *A. B.* &c. dediffe & concessiſſe *C. D.* &c. Advocationem & Patronatum Eccleſiæ Parochialis de *W.* in Diœc. *Lincoln* & proximam præſentationem ad eandem Eccleſiam pro una & prima vice tantaxat qua eandem Eccleſiam poſt dat. præſentium proximè vacari contigerit. Ita quod bene licet & licebit eidem *C. D.* cum dicta Eccleſia proximè qualitercunque vacaverit idoneam perſonam ad eandem illa vice præſentare (ſalvis & reſervatis mihi præfato *A. B.* & heredibus meis advocatione & patronatû ejusdem Eccleſiæ aliis temporibus quoquo modo vacare contingentibus) dat. &c.

*A Grant of an Advowſon and Glebe-land in Fee,
with a recital of the Grantors Title.*

UNiverſis, &c. *A. B.* miles ſalutem Cum *J. D.* nuper per ſcriptum ſuum geren. dat. tali diæ & anno conſcripſit mihi præfato *A. B.* Advocationem Eccleſiæ Parochialis de *N. Ciceſtren.* Diœc. in Com. *Suffex* ac unam rodam terre Glebalis ejusdem Eccleſiæ cum ſuis pertinentiis habend. & tenend. dictam advocationem & Glebam cum ſuis pertinentiis mihi præfato *A. B.* Heredibus & Assignatis ſuis ac donationem & præſentationem earundem quoties & quando vacare contigerit imperpetuum & ad libitum mei prædicti *A. B.* præſentandi idoneam perſonam ad Eccleſiam prædictam cum Gleba & ſuis pertinentiis prout in prædicto ſcripto inde conſect. evidentiùs poterit apparere. Noveritis igitur præſatum *A. B.* dediffe concessiſſe & hoc præſentamento meo confirmaffe *C. D.* & *E. F.* Advocationem Eccleſiæ Parochialis ſupradictæ ac dictam rodam terre Glebalis ejusdem Eccleſiæ cum ſuis pertinentiis habend. & tenend. eandem

easdem Advocationem & Glebam cum suis pertinentiis ac donationem & præsentationem earundem quoties & quando vacaverit imperpetuum præfatis C. D. & E. F. heredibus & Assignatis suis & ad libitum eorum idoneam personam ad dictam Ecclesiam cum Gleba & suis pertinentiis presentand'. Et ego vero præfatus A. B. & heredes mei prædictam advocationem & Glebam cum suis pertinentiis ac donationem & præsentationem earundem quoties & quando vacaver. præfatis C. D. & E. F. Heredibus & Assignatis suis ad eorum libitum idoneam personam ad dictam Ecclesiam cum Gleba & suis pertinentiis præsentandi ut superius declaratum est contra omnes gentes imperpetuum Warantizabimus imperpetuum. In cuius rei testimonium, &c.

*An Instrument for the Union of Vicaridges or other
small Livings or Benefices.*

Eduardus permissione divina Norwicen. Episcopus dilecto nobis in Christo E. F. Clerico in artibus Magistro Vicario perpetuæ Vicariæ Ecclesiæ Parochialis de K. in Com. Norff. nostrarum Norwicen. Diac. & Jurisdictionis salutem gratiam, cum (ut informamur) Vicaria Ecclesiæ Parochialis de M. prædicta fructus, redditus, proventus, decimæ Emolumenta Ecclesiastica valorem annum septem librarum octo solidorum trium denariorum & unius oboli legæ monetæ Angliæ non excedunt, adeo tenues & exiles sunt ad congruam sustentationem Vicarii ibidem pro tempore existen. juxta Clericalis ordinis decenciam & aliorum omnium eidem incumbenti supportationem minime sufficere nec sufficere poterint in futurum. Cumque etiam Vicaria Ecclesiæ Parochialis de K. prædicta eidem Vicariæ de M. modum vicina & contigua, videlicet, infra unius milliarum spatium existat cujus quidem Vicaria Ecclesiæ Parochialis de K. prædicta fructus, redditus, proventus, decimæ & Emolumenta Ecclesiastica valorem annum sex librarum, decem solidorum, quinque denariorum & unius oboli

his monetæ *Anglia* non excedunt, propter tenuitatem vicinitatem & exiguitatem earundem vicariarum & alias causas coram nobis propositas per nos previo examine debite approbatas præfatam Vicariam Ecclesiæ Parochialis de K. cum suis Juribus membris & pertinentiis universis præfatæ Vicariæ Ecclesiæ Parochialis de M. durant. tua incumbentia in eadem Vicaria de M. & quamdiu fueris Vicarius eisdem & non aliter autoritate nostra Ordinaria quatenus nobis est, & Jura & Statuta hujus inclysi Regni *Anglia* non aliter neque alio modo **Unimus**, annectimus & incorporamus per presentes **Ita** quod in præfatam Vicariam Ecclesiæ Parochialis de M. prædicta una cum dicta Vicaria de K. unius tantummodo Beneficii nomine quamdiu fueris Vicarius ejusdem Vicariæ de M. retinere fructusque redditus & proventus utriusque Vicariæ (debitis & congruis eandem supportatis oneribus) recipere & in tuos usus & utilitatem convertere, & applicare libere & licite possis & eas contrariis Ordinationibus Ecclesiasticis non obstantibus Proviso nihilominus quod idoneum Curatum habeas & constituas autoritate nostra Ordinaria licentiandum & approbandum qui Plebem ejusdem Parochiæ in qua non relictis instruat & informat si facultates ejusdem Beneficii Curatum sustinere commode posse nobis videbitur. cuius rei testimonium sigillum nostrum Episcopale presentibus apposuius dat. &c.

A Man-

*A Mandate to the Archdeacen, or his Official
induct a Rector of a Parish Church upon the
presentation of the Patron.*

Gilbertus, &c. &c. Arch'no Suff. ejusve Officiali cuicunque salutem Cum Nos dilectum nostrum *Gulielmum Robinson* Clericum in Artibus Magistrum ad Rectoriam Ecclesie Parochialis de *Soham* Monachorum in Comitatu *Suffolciensi* nostrarum *Norwicensi* Dioc. & Jurisdictionis per mortem naturalem *Thomae Williamson* Clerici ultimi Inceben. ibidem dudum (ut dicitur) vacantem ad quam *Edmundum Carter* generosum verum & indubitatum (ut dicitur) Patronum ejusdem pleno Jure spectantem nobis presentatus extitit admiserimus, Ipsumque Rectorem ejusdem ac in & de eadem instituerimus canonice & investiverimus cum suis Juribus membris & pertinentiis Universis Unde igitur conjunctim & divisim committimus & firmiter injungendo Mandamus quatenus eundem *Gulielmum Robinson* Clericum seu Procuratorem suum legitimum ejus nomine ac pro eo in realem actualem & corporalem possessionem ipsius Rectorie & Ecclesie Parochialis de *Soham* Monachorum predicta juriumque & pertinentium suorum universorum inducatis indecive faciatis & inductum defendatis Et quid in premissis feceritis Nos aut Vicarium nostrum in Spiritualibus generalem aut alium Judicem in hac parte competentem quemcunque debite certificetis cum ad hoc congrue fueritis requisiti; In cujus rei Testimonium scriptum nostrum Episcopale presentibus apposuimus Datum &c.

Mandate to induct upon the Collation of the Bishop.

Obannes, &c. Cum nos Rectoriam sive Ecclesiam Parochial, de D. in Com. N. &c. per Cessionem S. G. Clerici ultimi incumbentis ibidem dudum vacan ac nostram donationem & collationem pleno jure spectan. do nobis in Christo N. W. Clerico in Artibus Magistro curaverimus intuitu Charitatis, Ipsumque Rectorem ejus Ecclesie Parochialis ac in & de eadem canonice instituerimus & investiverimus uti per alias literas nostras patentes sibi inde factas & concessas plenius liquet & apparet. his igitur conjunctim & divisim committimus ac firmiter injungendo Mandamus quatenus memoratum N. W. ejus Procuratorem legitimum quemcunque vice & nomine suis ac pro eo in realem actualem & corporalem possessionem dicte Ecclesie Parochialis de D. Juriumque & incrementum suarum universorum inducatis & imponatis sic induci & imponi faciatis. Et quid in premissis feceritis Nos aut Vicarium nostrum in spiritualibus generaliter aut alium Judicem in hac parte quemcunque competentem debite certificetis cum ad hoc congrue fueritis In rei Testimonium sigillum nostrum Episcopale premissis apposuimus; Dat. primo die mensis Aprilis Anno 1670. & nostre Consecrationis Anno decimo.

A Letter of Attorney to exhibit a Will and Inventory, and take Administrations, and to comp.

P Areat universis per presentes quod ego Dominus Comes S. ac filius naturalis & legitimus Domini nuper Comitis S. defuncti. habentis dum vixit & mortis sue tempore bona Jura sive credita in diversis Dioc. Jurisdictionibus dilectos mihi in Christo C.G.C.F. W.T. & 7. notarios publicos almae Cur. Cant. de Arch. Procuratores generales meos veros certos legitimos & inhabitos Procuratores, actores, factores negotiorumque eorum gestores & nuncios speciales ordino facio & constituo per presentes doque & concedo eisdem procuratoribus conjuncti & eorum cuilibet per se divisim potestatem generalem & mandat. specialem pro me & nomine meo Cur. Prerog. Cant. mag. Custod. sive Commissario ejusdem Cur. surrogato aut alio Judice in hac parte competenti quatenus que comparandi meque a personali comparitione excusandi ac con. & causas absentiae meae hujusmodi allegandi proponendi & probandum testamentumque sive ultimam voluntatem dicti def. inscript. reduct. exhibendi & administrationem omnium & singulorum bonorum Jur. & Creditorum dicti def. una cum test. & ultima voluntate hujusmodi a me mihi committi petendi & obtinendi. Juramentumque de fidei administratione omn. & singulorum bonorum Jur. & Creditorum hujusmodi per me obeundi. quam de inventario nec non plano & vero Comp. calculo & ratione omnium & singulorum bonorum jurium & creditorum hujusmodi per me reddid. ei exhibendi. pro loco tempore congruis & opportunis in animam meam sub & praestandi. Inventorium etiam & compotum calculi sive rationem hujusmodi nomine meo exhibendi. & adducendi, ac me ab ulteriori comp. bonorum jurium & creditorum hujusmodi redditione dimitti petendi & obtinendi. bene.

eficium insuper absolutionis a quibuscunque suspensi-
 excommunicationis vel interdicti. summis in me quali-
 runque talis mihi impendi petend. & obrinend. & quod-
 que Juramentum de Jure in ea parte requisitum in anim.
 stand. & subeund. Et general^r omnia & singula alia fa-
 d exercend. & expediend. quæ in premisssis aut circa ea
 necessaria fuerint seu quomodolibet opportuna etiam, si
 edat. de se magis exigant speciale quam superius est ex-
 sum. Promittoque me ratum gratum & firmum per-
 po habiturum totum & quicquid dicti procuratores mer-
 erint seu eorum aliquis tegerit in hac parte sub hypo-
 ta & obligatione omnium & singulorum bonorum meo-
 ra & in ea parte cautionem expono per presentes. In cu-
 rei Testimonium sigillum exemptæ Jurisdictionis præ-
 darii Prebend. de B. presentibus apponi procuravi. Et
 Præbendarius ante dictus ad specialem rogatum dicti
 stituend. sigillum nostrum hujusmodi presentibus appo-
 nus Datum, &c. Anno, &c.

An Inventory.

The Inventory of the Goods and Chattels of B. A. of G.
 the County of D. Yeoman deceased made and proved by
 E. G. H. J. K. and L. M. the first day of May in the thir-
 th year of the Reign of our Sovereign Lord Charles the
 second, Annoq; Dom. 1678.

Imprimis, in ready Money, &c. and so on naming the
 goods. And then subscribe the same Inventory with the
 names of the Appraisors in the presence of sufficient Wit-
 nesses thus,

Per nos E. F. G. H. I. K. and L. M.

An

A Grant of, &c. An Advowson of a Parsonage.

REX, &c. salutem. Sciatis quod nos, &c. dedimus concessimus ac per presentes damus & concedimus dilectis fervientibus nostris *B. A. & D. C.* Ar. primam, & (ut supra) Ecclesiæ Parochialis (or if it be a Vicarage) *Vicarie* perpetuæ Ecclesiæ de *N.* in Com. nostro *Kent. Cantuariæ*. Dioc. & nr'i patron. pleno jure existen. vel in jure Coronæ nostræ vel ratione ducatus nostri *Lancast.* vel concessione *B. A.* hac vice tantum, &c. Habend. & tenend. præd. primam, &c. præf. *B. A. & D. C.* conjunctim vel divisim aut eorum assignatis & eorum cuilibet auctoritate præfat. doni & concessionis nostræ unum aliquem idoneum virum ad dictam Ecclesiam diocesano ejusdem aut alio die in ea parte competenti præsentare cum primo & primæ præfata Ecclesia (ut præfertur) per mortem resignationem, privationem, cessionem seu quacunque alia Ratione vacare contigerit. Ac omnia alia & singula quæ circa missa necessaria fuerint, seu quomodo libet opportuna agere & implere tam bene libere ac integre quam nos perageremus, si præfens concessio nostra præf. *B. A. & D. C.* facta non fuisset. In cujus rei testimonium, &c.

A Collation or Donation of a Chappel.

Universis Christi fidelibus, &c. *A. B. &c.* salutem & æternam in domino Charitat. cum capella libera & dictæ diæcesis jam vacare & ad meam donationem per jure spectare dignoscit. Noveritis me prædict. Capell. omnibus suis juribus & pertin. universis dilecto filio Christo C. R. Clerico viro tam probo quam literato donasse & concessisse ac tenore presentium ipsum C. in Corporationem possessionem dictæ capellæ cum pertin. inducere. In cuius rei Testimonium, &c.

Letters of Administration by the Archbishop of Canterbury when the Deceased's Goods lye in several Countreies.

Providentia Divina C. Archiepiscopus totius Angliae Primas & Metropolitanus dilecto nobis in Christo prædicto viro Domino Gilb. Comiti moderno S. filio naturali legitimo Domino G. nuper Comit. S. & Comitis Marisburgensis Angliae præclarique ordinis Garterii Milit. def. salutem, cum idem Dominus G. def. habens dum vivit & mortis tempore bona jura sive credita in diversis Dioc. sive jurisdictionibus suum dum egit in humanis rite & legitime adiderit testament. suum in se continens ultimam volunt. suo sive qua T. T. & T. H. Armig. filios suos naturales legitimos nominaverit ordinaverit fecerit & constituerit Executores, Qui quidem Executores ex certis causis animos in hac parte juste movend. oneri executionis dicti testamenti expresse renunciaverunt cujus pretexto omnium & singulorum bonorum jur. & Credit. ante dict. def. plenaria Administratio Administrationisque eorund. Commissio Nec non comput. calculi sive racocinii Administrationis hujusmodi finalisque liberatio sive dimissio ab eadem ad nos soluta & in solidum & non ad alium nobis inferiorem Judic. notorie dignoscuntur pertin. nos vero affect. ut bona & Credita dicti def. bene & fideliter administrent. dict. testament. permiplet. suumque debitum sortiatur ad administrand. igitur bona jura & credita hujusmodi juxta tenorem & effectum testamenti supradicti prædictus annex. ac bene & fideliter disponend. de eisdem non Credita quecumque dict. def. perend. colligend. vend. & exigend. quæ ad eundem def. dum vixit & mortis tempore pertinuerunt Ac primo de solvend. res alienatas in quo idem def. hujusmodi mortis suæ tempore extitit deinde legata in dicto testament. præsentibus ut annex. content. & specificat. quaten. bona jura & credita sua hujusmodi ad hoc extendant juxta ratam eorundem

dem tibi de cujus fidelitate in hac parte confidimus, primus de bene & fideliter administrando eadem ac de pleno fideli inventario omnium & singulorum bonorum jurium creditorum hujusmodi conficiend. & illud in Cur. prærogativæ nostræ Cant. tertio die post Festum Ascenc. Domini nostri prox. futur. exhibend'. Nec non de pleno & verocomposito calculo sive ratiocinio in ea parte reddend. ad litem Dei Evangel. imperosa nostri C. G. notarii publici procuratoris tui in hac parte constitut. jurat. plenam tunc presentium committimus potestatem. Teque administratorem omnium & singulorum bonorum jurium & creditorum hujusmodi ordinamus, deputamus & constituimus presentes. Dat. *London* decimo tertio die mensis *Maii* Anno &c.

Another Administration from the Archbishop of York.

Jacob. Providentia Divina *Eborum* Archiepiscopus Primas & Metropolitanus dilecto nobis in Christo nobili viro G. Comiti moderno S. filio naturali & legitimo C. nuper Comitis S. ac Comitis Mareschalli *Anglia* prætorique ordinis Garterii Milit. def. salutem in domino dilectus noster B J. Legum Doctor. Curia Prærogativæ nostræ *Eborum* Commissarius rite & legitime presedens ex tunc causis coram eo ex parte tua allegatis & propositis aliis justis & legitimis causis se & animum suum in hac parte moventibus ad petitionem partis tuæ Litterarum administrationis omnium & singulorum bonorum jurium & creditorum quæ fuerunt dicti def. in & per eam Provinciam nostram *Eborum* existen. alias nobili matri Dominæ Comitissæ S. viduæ relictæ dicti Domini Comitis per commissarios nostros curiæ nostræ prædictæ. S. necessitas revocand. fore decreverit & revocaverit ac per nos vocatis ad omnem juris & facti effectum exinde consequendo modo sequi volen. haberi voluerit declaraverit & prærogativaverit. Nec non ad petitionem partis tuæ administratorem

onem omnium & singulorum bonorum jurium & creditorum quæ fuer. ipsius def. infra Provinciam nostram existent. salutem non legitime administrat. tibi de novo committend. fore decreverit, ac etiam tibi in persona J. S. notarii publici procuratoris tui in hac parte legitime constitut. coram eo in forma juris primitus jur. commiser. (Justitia id poscens) Tibi igitur de cuius fidelitate plurimum in Domino confidimus administrationem omnium & singulorum bonorum jurium & creditorum quæ fuerunt dicti def. infra Provinciam E. existent. habentis dum vixit & mortis suæ tempore bona stabilia in divers. Dioces. sive jurisdictionibus infra Provinciam *Eborum* cujus prætextu omnium & singulorum bonorum jurium & creditorum ante dicti defunct. plenaria dispositio administrationisque eorundem commissio, Nec in compoti calculi sive ratiocinii administrationis huiusmodi finalisque ab eadem liberatio sive dismissio ad solam & in solidum & non ad ullum alium Judicem torie dignoscuntur pertinere plenarie etiam committimus. Teque administratorem de & in eisdem bonis & præmissis præficimus, ordinamus & deputamus presentes onerantes te in virtute jurament. tui prædict. iur. census plenum verum & fidele Inventar. omnium huiusmodi bonorum conficias & nobis in Curia nostra prædicta ad Festum Ascensionis Domini nostri proximum futurum post datum presentium exhibeas debitaque Ipsius defuncti in quibus tempore mortis suæ effectualiter tenebatur iuris in ea parte exigenc'. Nec non legata in testamento presentibus annex. contenta & specificata juxta veritates bonorum bene & fideliter persolvas. Nec non oportum calculum sive ratiocinium de & supra administrationem tuam prædictam in Curia nostra prædicta facias cum super hoc fueris evocatus. Ac nos & omnes singulos officiar. & ministros nostros quoscunque indemnes & indemnes versus quoscunque ratione præmissorum vestres salvo jure cujusque. Dat. *Ebor.* sub sigillo officii Prærogativæ præd. decimo die mensis *Januarii* Anno 1675. Et nostr. transf. ad Archiepisc. *Eb.* Anno, &c.

A Grant of the next Presentation.

OMnibus in Christo fidelibus ad quos hoc prescriptum Indentat. pervenerit G. S. de, &c. Armigerus & indubitatus Patronus Ecclesie Parochialis de N. *Oven.* & *Litchfield* Diocess. Salutem in Domino sempiternam. Sciatis me prefat. G. Patronum antedictum ex certis bonis causis & considerationibus me ad hoc specialiter moventibus dedisse concessisse & confirmasse, Ac presentes pro me heredibus Executoribus & Administratoribus meis dare concedere & confirmare J. B. Rectori prefate Ecclesie Parochialis de N. Clerico Executoribus & Administratoribus & Assignat. suis primam & proximam advocacionem nominationem donationem presentationem liberamque dispositionem & jus Patronatus prefate Ecclesie Parochialis de N. predictae pro prima & proxima vacatione ejusdem posthac tantum Ita quod bene licet eidem J. B. Executoribus Administratoribus & Assignat. suis quancunque personam habilem & idoneam ad eandem Ecclesiam Paroch. de N. predictae pro hujusmodi prima & proxima advocacione cum per mortem vacationem cessionem dimissionem permutationem privationem vel aliquo alio quocunque modo primo & ultimo posthac vacaverit seu vacare contigerit loci Ordinario Diocesano aut alii cuicunque potestatem & auctoritatem in hac parte habenti libere & licite nominare & presentare atque de jure Patronatus ejusdem Ecclesie Parochialis pro dicta prima & proxima vacatione datum presentium plene libere atque integre disponere ac cetera omnia & singula in hac parte atque in & praemissa necessaria seu quomodolibet requisita facere & dire & perimplere in tam amplis modo & forma prout quomodocumque ego predict. G. Patronus antedictus & perimplere possem vel Heredes & Assignati mei & perimplere possint si hac praesens donatio & concessio mea pro dicta prima & proxima vacatione eidem

ut. Administrat. vel Assign. suis facta non fuisset absq;
qua reclamatione rescryptione impetitione contradic-
tione molestatione vel impedimento meo dict. G. Patron. an-
dict. Hered. Executor. Administrat. Assign. meorum
et eorum alicujus. Et ego præfat. G. S. pro me & he-
redibus meis convenio & concedo præfato J. B. Exe-
cutor. & Assign. suis quod ego præfat. G. S. ante pri-
mum diem, &c. proxime sequen. post dat. presentium.
ad propria opera & expensa in lege præfat. J. B.
propter majorem securitatem & securitates, &c. præ-
dict. proxime advocacionis nominationis donationis pre-
sentationis libere dispositionis & Juris Patronatus dictæ
Ecclesiæ Parochialis de N. prædict. proxima vice tantum
habeo finem sur concessit præfat. J. B. in debita juris
forma cum Proclamationibus secundum formam in hoc
provis. de prædict. prima & proxima vacatione no-
minatione donatione presentatione libera dispositione &
Juris Patronatus prædict. Ecclesiæ Parochialis de N. præ-
dict. habend. & tenend. eandem primam & proximam vaca-
tionem præfat. J. B. Executoribus Administrat. & Assign. suis
in illa unica vice & proxima advocacione tantum. Et
statutum est per presentes Quod omnes & quilibet
infra tempus prædict. levand. per me prædict. G. S. præ-
dict. J. B. de Advocacion. Eccles. præd. pro illa vice & turno
stare & erunt & intendebatur & intenditur
stare & erunt ad opus usum & commodum
dict. ill' J. B. Executor. & Administrat. ejus. In cu-
jus Testimonium uni parti presentium remanere in cu-
jus prædict. J. B. Ego prædict. G. sigillum meum ap-
posui; Alteri vero parti presentium remanen. mecum præ-
dictus J. B. sigillum suum apposuit. Datum,

Articles made upon the said Grant that if the Grantees Son shall survive his Father and shall not be qualified, then to release.

Whereas the said G. S. by his Deed indented bearing date with these Presents hath given and granted to the said W. B. his Executors, Administrators and Assigns, the first and next Advowson, Donation, and ~~Now~~ these Articles ~~Witness~~, and the said J. B. for himself, his Heirs, Executors and Administrators, doth Covenant and grant to and with the said G. S. his, &c. that if it happen that W. B. Son of the said J. B. shall survive the said J. B. and shall not at the time of the decease of the said J. B. be qualified to be presented to the said Parish Church of N. that the Executors, Administrators and Assigns of him the said J. B. shall and will at or upon the reasonable request, Costs and Charges of the said J. B. his Heirs or Assigns, or any of them to be made after the decease of the said J. B. surrender, deliver up, or give over the said Deed of Indenture to him the said G. S. his Heirs or Assigns, or to such other person or persons as he the said G. S. his Heirs or Assigns shall thereunto nominate or appoint, and all his the said J. B.'s Estate, Right, Title, Interest, Claim and demand of it, and to the said next presentation, or, in, or to the said Parish Church of N. in such manner and form as by the Counsel Learned in the Law, &c. G. S. covenants that he hath power to make the Grant.

*The Form of a Presentation by reason of Exchange
between the Rectors.*

Reverendo in Christo Patri *W.* permissione Divina
Herefordiensi Episcopo, &c. vester humilis & de-
votus filius *A. B.* Armig. obedientiam & honorem tanto
Patri debitam. Cum Reverendi viri *M. T.* Ecclesiæ Pa-
rochialis de *A.* Norwicens' Diocess. & *C. D.* Ecclesiæ Pa-
rochialis de *B.* vestri Diocess. Rectores intendant (ut asser-
unt) beneficia sua prædicta certis & legitimis ex causis ip-
sorum ad hoc moventibus (dum tamen quorum interest
consensus & autoritas intervenerint in hac parte) ad in-
ter se canonicè permutare Ego igitur ad permutationem
hujusmodi faciend. meum prebens assensum & concen-
sum præfat. *N. T.* ad dictam Ecclesiam de *A.* prædict.
vestræ Diocess. meiq; Patronatus, Paternitati vestræ reveren-
tissime ex causa permutationis hujusmodi prædict. unam & non
alteram nec alio modo presento per presentes humiliter suppli-
co quatenus ipsum *N. T.* ad dictam Ecclesiam de *B.* admittere
volunt; Rector. ex causa hujusmodi permutationis canonicè
dirigerem eadem cum suis juribus & pertinentiis univer-
sæ ceteraque peragere quæ vestro in hac parte incum-
bit Officio Pastor. dignemini cum favore. In cujus rei, &c.

A Qualification for a Chaplain.

Omibus Christi fidelibus ad quos hoc presens scrip-
tum pervenerit *A. B.* salutem in Domino. No-
tis me præfat. *N. B.* recepisse & admisisse dilectum
filium in Christo
Clericum
ipsius vitæ & morum integritatem sanam Doctrinam
alia virtutum merita quibus Deus Opt. Maximus in-
ducit in Capellanum meum Domesticorum ad effectum
consequend' omnia & singula privilegia Gratias Li-
beras & proventus Capellanorum Episcoporum Pro-
cerum

198 Ecclesiastical Instruments.

cerum & Baronum hujus Regni Angliæ per statutum Parliamenti ejusdem Regni indult. & concess. aggreg. Quocirca hoc universitatæ vestræ attestatum & declaratum esse volumus per presentes. In cujus rei Testimonium.

A Resignation of a Parsonage.

IN Dei nomine, Amen. Coram vobis Notario publico & Testibus dignis hic presentibus. Ego *A. B.* Rector & Incumbens Ecclesiæ Parochialis de *L.* in Com. *H.* & Diocess. volens & assertans ex certis causis & considerationibus iuris justis & legitimis me in hac parte specialiter munitis ab onere cura & regimine dictæ meæ Rectoriæ *N.* & pertinentiis ejusdem exui penitus & exonerandam Rectoriam meam & Ecclesiam Parochialem prædictam una cum suis juribus membris & pertinentiis universis in manus Reverendo Patris permissione divina Episcopo loci illius ordinarii & Diocessani ejus Vicarii Spiritualibus seu alterius cujuscunque hanc meam resignationem admittend. potestatem habentis vel habitur. vi vel metu coactus nec dolo malo ad id inducens nec aliqua sinistra machinatione circumventus sed certa scientia animo deliberato & spontanea voluntate meis pure simpliciter & absolute resigno ac re & vacationem dimitto; Juri quoque titulo & possessioni in eadem Rectoria suæ Ecclesiæ Parochialis una cum Juribus membris & pertinentiis universis præhabitis & stenus mihi competentibus omnibus & singulis rebus eisdemque cedo & ab iisdem recedo totaliter & expressè hinc scriptis. In cujus, &c.

*The Form of an Inventory and Administrators
Accounts in the Prerogative Court.*

AN Inventory of all and singular the Goods, Chattels
and Debts of T. D. late of, &c. taken, valued and
appraised the 31 day of August, in the year of our Lord
God 1667 by W. G. T. G. and H. S. as followeth.

Summa totalis hujus Invent. lxxxiii. xv. ii. d.

Debts due and owing to the Deceas'd at the time of his
Death, which are receiv'd by the Administrator of the
said Deceas'd.

Impr. receiv'd of, &c.

Summa Debitor. Receptor.

cxcii. d. vi. s. ab.

Item, the Administrator doth declare that there are several
Debts due and owing from several Persons to the Estate
of the said Deceas'd, some whereof are sperate, and some
conparate, which are not come to the hands and possession
of the Administrator, and therefore doth not hereby
charge himself therewith, the Particulars follows, (viz.)

Summa Debitor. non. Receptor.

The Account of S. S. Administrator of all and singu-
lar the Goods, Chattels and Debts of T. D. late of, &c.
made by him as well of such Goods, Chattels and Credits
of the said Deceas'd which he hath receiv'd, as also of what
Debts of the said Deceas'd he has paid, and Moneys he has
necessarily laid out and expended in and about administring
the Estate of the said Deceas'd follows.

The Charge :

Impr. the Accomptant chargeth himself, &c.

Summa Qnerationis. ccxci l. xv s. vi d. ob.

Item, this Accomptant declareth that whereas he hath likewise set forth in the aforefaid Inventory a particular of what Credits with the Creditors Names of the said Deceas'd both sperate and desperate yet unreceived that he will charge himself therewith when he shall receive the same, and not before.

The Discharge :

Impr. this Accomptant craves Allowance of the several Sums of Money hereafter mentioned by him paid and expended in and about the Demandants Estate.

Item, this Accomptant craves allowance of the Sum of 90 l. Lawful Money of England, which is due and owing by the said Intestate upon Bond to this Accomptant.

Summa Exonerationis ccxxxii l. xii s. vi d.

Condition

Conditions, &c. if the Wife die before the Husband, to pay 200 l. to whom she E. B. shall appoint. If she die leaving Issue, then 700 l. between W. P. and E. B. Daughters to the Wife; if she survive, then 700 l. to her.

Whereas there is a Marriage intended, &c. and in consideration thereof it is promised and agreed between them, as also by the said W. P. to and with the said E. B. W. T. and J. J. that if and in case the said E. P. shall happen to die before him the said W. P. without Issue then living, that then and in such case he the said W. P. his Heirs, Executors and Administrators, or some of them shall and will freely, fully and absolutely give and pay, or cause to be paid to such person and persons all and every such Sum and Sums of Money (in the whole not exceeding 200 l.) as she by any Writing under her Hand and Seal by her shall on such behalf any time limit or appoint or desire without any account, restitution or recompence afterwards to be in any wise had or made to him or his Heirs, Executors or Administrators of or for the same or any part thereof, and that if she die before him leaving Issue, that he will give such Issue 700 l. of, &c. and also that if and in case she happen to survive him then and in such case, he his Heirs, Executors and Administrators, or some of them shall and will within six Months after well and truly pay, or cause, &c. to her or her Executors or Administrators the full and just sum of 700 l. of, &c. Now if he the said W. P. his Heirs, Executors and Administrators, or any of them do and shall truly and faithfully give and pay, or cause to be paid all and every of the Sum or Sums of Money to such person and persons, and in such manner and form to all intents and purposes, that as he, they and any of them should or ought as aforesaid, and according to the true intent and meaning of all and any of the said Premises and agreement, without any deceit or delay. Then,

Cove-

Covenants.

Annuity was granted out of Lands, one purchaser part of the Lands, and the Grantee of the Annuity Covenants that he will not distrain upon that part of the Lands purchased.

This Indenture made the, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, Witnesseth, whereas T. G. the Elder of, &c. and F. G. Son and Heir apparent of the said T. G. by their Deed Indented bearing date, &c. did give, grant and confirm unto one G. A. of, &c. one Annuity or Annual Rent of, &c. going forth and to be receiv'd of all their Lands, Tenements and Hereditaments, with their Appurtenances situate, lying and being in, &c. to be had, held and yearly received to and by the said E. A. his Heirs and Assigns at two Terms in the year, (that is to say) &c. the first payment thereof to begin upon the Feast of, &c. the next following after the date of the said Indenture, *Provided* that if the said Annuity or yearly Rent were behind and unpaid in part or in the whole after any of the said Feasts on which the same was by the said Indenture limited and appointed to be paid, that then and so often it should be lawful to and for the said G. A. his Heirs and Assigns into all and singular the said Lands, Tenements and Hereditaments, with their Appurtenances, and every part and parcel thereof to enter and distrain, and the Distress there found to take, carry away, impound and detain until the said Annuity or Annual Rent, and the Arrearages thereof if any were, with the Damages, Costs and Charges by that means sustained were fully satisfied and paid.

Recital of the Grant of the Annuity.

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unto the said G. A. his Heirs and Assigns, as in and by the said Deed Indented relation being thereunto had more at large it doth and may appear. And whereas also the Estate, Right, Title and Interest of the said G. A. of, in, and to the said Annuity or Annual Rent of, is by good and lawful Conveyance come and conveyed to and invested in the said A. B. and his Heirs. Now this Indenture Witnesseth, That the said A. B. doth by these Presents for himself, his Heirs, Executors and Administrators Covenant and grant unto the said C. D. his Heirs, Executors and Assigns, that if he the said A. B. his Heirs, Executors or Assigns, or any other person or persons whatsoever claiming in, by, from or under him the said A. B. his Heirs or Assigns, or by his or their assent, consent or procurement shall or do at any time or times after the date of these Presents distrain or take, cause or procure to be taken any Distress or Distresses for the said Annuity or Annual Rent, or for any part or parcel thereof, or for any the Arrearages of the same in or upon any the Lands, Tenements and Hereditaments of the said A. B. which he the said A. B. hath heretofore purchased of the said T. G. D. G. or either of them, that then the said Annuity or Annual Rent shall cease and be void in the Law to all intents, constructions and purposes whatsoever. (Covenant from A. B. that he will not take a Distress upon the said Lands.) Covenant, That he the said A. B. his Executors or Assigns neither shall nor will take any Judgment for any Costs or Damage, or take any other advantage or benefit by *retorno Habendo*, or by any other way or means whatsoever for any Nonsuit or discontinuance hereafter to be made of any *Replewin* now depending at the Suit of J. H. Lessee of the said C. against the said A. B. or against any other Person or Persons whatsoever for any Distress or Distresses heretofore for the said Annuity or Annual Rent, or any part or parcel thereof, or any the Arrearages of the same: And also that neither he the said A. B. his Executors or Assigns, nor any other Person or Persons by his assent, consent or procurement shall or will from henceforth prosecute or

cause

cause to be prosecuted any Suit or Suits heretofore commenced or depending for or about any Distress or Distresses for the said Annuity or Annual Rent or any part or parcel thereof, or any Arrearages of the same. *In Witness,* &c.

Covenants not performed in time, yet further time and liberty given without advantage of Forfeiture.

Whereas in and by certain Articles of Agreement Indented bearing date the, &c. in the year of the Reign of, &c. and made or mentioned to be made by and between *J. M.* of, &c. of the one part, and *W. E.* of, &c. *C. D.* of, &c. and *A. L.* of, &c. therein named of the other part: In which said Articles amongst other things there are divers Covenants on the part of the said *W. E.* contained for performance of divers matters and agreements within certain limited times in the said Articles comprized, as in and by the said recited Articles, Reference being thereunto had may more fully appear. And whereas by reason of laps of time they the said *W. E.* &c. cannot perform the above mentioned Covenants in such wise as in and by the said recited Articles is in their behalfs as aforesaid Covenanted. Now these Presents Witness that the said *J. M.* for himself, his, &c. doth Covenant and agree to and with the said *W. E.* &c. and every of them, their, and every of their Executors and Administrators that if they the said *W. E.* &c. their Executors and Administrators do and shall from henceforth proceed and go on to perform all and every the Covenants, Payments and Agreements on their parts and behalfs to be performed in the said recited Articles comprized in such case as if the said recited Articles were made and dated of the same day and year with these Presents, that then and in such case the said *J. M.* his Executors or Administrators shall not and will not sue, prosecute or implead or take advantage

advantage of any Forfeiture against them the said *W.E. &c.* of or by reason of any past-omission, or non-performance of any such the Covenants or Agreements as aforementioned to be hitherto omitted or not performed. *In Witness, &c.*

Fines.

A Fine sur concessit of a Mannor, and other Places.

Lincoln. **P** Ræcipe B. R. & M. uxori ejus quod iuste, &c. teneant B. E. generoso conventionem, &c. de Manerio de P. cum pertin. ac de centum acris terre quinquaginta acris prati & quadraginta acris pastura cum pertin. in P. Et usq, &c.

Et est concordia talis, scilicet, quod prædicti M. & R. concesserunt prædicto B. præd. Manerium & tenementa cum pertin. habendum & tenendum prædicta Manerium & tenementa cum pertin. prædicto B. a festo Annunciationis Beate Marie Virginis prox. præterit. usque finem termini sexaginta & novem annorum extunc prox. sequen. & plenar. complend. absque impetitione alicujus vasti reddend. inde annuatim prædictis M. & R. & heredibus ipsius M. unum granum piperis ad Festum Sancti Michaelis Archangeli si petatur. Et prædicti M. & R. & heredes ipsius M. War. prædicto B. prædictum Manerium & tenementa cum pertin. sicut prædictum est contra prædictos M. & heredes ipsius M. toto termino prædicto. Et pro hac, &c.

Cap. & cognit. xxix die Octobris anno regni Domini Caroli 2di vicesimo secundo coram A. B. C. D.

Lincoln.

Lincoln. ff. **P** Recipe S. J. generoso & D. uxori ejus quod iuste
 &c. teneant L. H. & M. J. conventionem,
 &c. de medietate viginti acrarum prati & quinque acrarum
 pasturæ cum pertinentiis in L. Et nisi, &c.

Et est concordia talis, scilicet, quod prædict. S. J. & D. re-
 cognoverunt prædictam medietatem cum pertin. esse jus
 ipsius L. ut illam quam iidem L. & M. J. habent de bono
 prædictorum S. J. & D. & illi remiserunt & quiet. clam. de
 ipsis S. J. & D. & heredibus suis præfat. L. & H. M. & here-
 dibus ipsius L. imperpetuum. Et præterea iidem S. J. & D.
 concesserunt pro se & heredibus ipsius S. quod ipsi warran.
 prædictis L. H. & M. & heredibus ipsius L. prædictam me-
 dietatem cum pertin. contra prædictos S. J. & D. & here-
 des ipsius S. ac contra hered. S. M. defunct. matris ipsius
 S. M. defunct. Avi prædict. S. ac contra omnes alios cla-
 mantes per prædictos S. J. & D. S. & S. aut eorum ali-
 quem imperpetuum. Et pro hæ, &c.

Capt. & cognit. (ut supra.)

Lincoln. ff. **P** Recipe G. J. Armigero & E. uxori ejus M. J.
 Generoso & C. K. Generoso quod iuste, &c.
 ten. L. J. Militi & Baronetto conventionem, &c. de manerio
 de B. cum pertin. ac de viginti Messuagiis sex cottagiis, tribus
 molendinis, uno columbar', quatuor gardinis, septem pomariis,
 quingent. acris terræ, quadraginta acris bosci, centum & quin-
 quaginta acris jamphorum & brueræ, sexaginta solidat. red-
 dit. duorum caponum & coia' pasturæ pro omnimodis averiis
 cum pertin. in D. alia, &c. S. H. B. & L. magna. Et
 nisi, &c.

Et est concordia talis, scilicet, quod prædict. G. J. & E. M.
 J. & C. recogn. prædict. manerium tenementa reddit. &
 communia pasturæ cum pertin. esse jus ipsius L. J. ut ill'
 quæ idem L. J. habet de dono prædict. G. J. & E. M. J. &
 C. & ill' remiserunt & quiete clamaverunt de ipsis G. J. &
 E. M. J. & C. & heredibus suis prædict. L. J. & hered. suis
 imperpetuum. Et præterea iidem G. J. & E. concesserunt
 pro

pro se & heredibus ipsius G. quod ipsi Warr. prædict. L. J. & heredibus suis prædictum manerium tenementa reddit. & communiam pasturæ cum pertin. contra prædictos G. J. & heredes ipsius G. imperpetuum. Et ulterius idem M. J. concessit pro se & heredibus suis quod ipsi Warr. præd. L. J. & hered. suis prædict. manerium tenementa reddit. & communiam pasturæ cum pertin. contra prædict. M. J. & heredes suos imperpetuum. Et etiam idem C. concessit pro se & heredibus suis quod ipsi Warr. prædict. L. J. & heredibus suis prædictum manerium tenementa reddit. & communiam pasturæ cum pertin. contra prædict. C. & heredes suos imperpetuum. Et pro hac, &c.

Capt. & cognit.
(ut supra.)

Staff. II. **P** Recipe T. R. generosi & A. uxori ejus quod iuste, & c. teneant W. R. convencionem, & c. de Manerio de F. cum pertin. ac de septem messuagiis tribus cottagiis, duobus columbariis, tribus gardinis, duobus pomariis, centum & triginta acris terræ, quadraginta & quinque acris pasturæ & communia pasturæ pro omnibus averiis cum pertin. in F. etiam de advocacione Ecclesiæ de F. Et nisi, &c.

Et est concordia talis, scilicet, quod prædict. T. & A. recogn. prædicta manerium tenementa & Communiam pasturæ cum pertin. ac advocacionem prædictam esse jus ipsius W. ut ill' quæ idem W. habet de dono prædictorum T. & A. & ill' remiserunt & quiete clamaverunt de se & heredibus suis prædict. W. & heredibus suis imperpetuum. Et prædicti T. & A. concesserunt pro se & heredibus ipsius W. quod ipsi Warr. prædict. W. & heredibus suis prædictum manerium tenementa & communiam pasturæ cum pertin. ac

ac advocationem prædictam contra omnes homines imperpetuum Et pro ac, &c.

Capt. & cognit. vicesimo nono die Januarii, anno regni Regis Caroli secundi decimo tertio coram me Orl. Bridgeman.

Lincoln. ff. **P** Recipe C. R. Armigero, C. E. Sacra Theologiae Doctori & C. E. Armigero & M. uxore ejus, quod iuste, &c. teneant D. G. militi conventionem &c. de manerio de H. E. cum pertin. ac de Scitu manerii de H. E. cum pertin. ac etiam decem Messuagiis, decem Cottagiis, decem gardinis, quinque pomariis, centum acris Terra, quadraginta acris Prati, centum acris Pasturae, quadraginta acris Bosci, Cur. let. Cur. Baron & Vis. franc. pleg. cum pertin. H. E. G. S. H. E. P. & T. Ac de rectoria de P. cum pertin. Ac de omnibus & omnimodis decimis oblationibus obventionibus pensionibus & portionibus eidem Rectorie spectant. siue pertinentiam de advocatione Vicaria Ecclesie de P. Et nisi, &c.

Et est concordia talis, scilicet, quod prædict. C. C. & C. M. recogn. prædicta manerium Scitum tenementa Cur. L. Cur. Baron. Vis. franc. pleg. Rectoriam decimas oblationes obventiones, penciones & porciones cum pertin. ac advocationem prædictam esse jus ipsius D. G. ut illa quæ idem D. G. habet de dono prædictorum C. C. & C. & M. Et illa miserunt, & quiete clamaverunt de se & heredibus prædict. D. G. & heredib. suis imperpetuum. Et præterea idem C. R. concessit pro se & hered. suis quod ipsi War. prædict. & heredibus suis prædicta manerium scitum tenementa Cur. Let. Cur. Baron. Vis. Franc. pleg. Rectoriam decimas, oblationes, obventiones, penciones, & portiones cum pertin.

ac advocationem prædictam contra prædict. C. E. & heredes suos imperpetuum. Et etiam iidem C. & M. concesserunt pro se & heredibus ipsius M. quod ipsi Warr. prædicto D. G. & heredibus suis prædicta manerium scitum tenementa Cur. Let. Cur. Baron. Vis. Franc. pleg. Restoriam decimas, oblationes, obventiones, pensiones & porciones cum pertin. ac advocationem prædictam contra prædictos C. & M. & heredes ipsius M. imperpetuum. Et pro hac, &c.

Cap. & cognit. &c.

leicest. ff. **P** Recipe W. T. quod iuste, &c. tentat P. C. Armigero, & S. T. generoso, Con. &c. de medietate trium Messuagiorum unius columbar. unius gardini, duorum Pumariorum, triginta acrarum terre, centum acrarum prati, quinquaginta acrarum pastura, sexdecim acrarum bosci, & centum acrarum Jampnerum & bruerum cum pertin. in G. alias O. L. At de medietate medietatis Manerii de G. cum pertin. & nisi, &c.

est concordia talis, scilicet, quod prædictus W. T. recognovit prædictas medietates cum pertin. esse jus ipsius P. ut illi & iidem P. & S. habent de dono prædict. W. T. Et illi relict & quiete clamavit de se & heredibus suis prædict. P. & heredibus ipsius P. imperpetuum. Et præterea idem W. T. concessit pro se & heredibus suis quod ipsi Warr. prædict. P. & S. & heredibus ipsius P. prædictas medietates cum pertin. contra prædict. W. T. & heredes suos imperpetuum. Et pro hac, &c.

Cap. & cognit. &c.

P

London.

London. ff. **P** Recipe K. I. Militi & Baronetto & S. uxor
 ejus, quod juste, &c. tenant D. E. Conventi-
 tionem &c. de decem Messuagiis cum pertin. in Parochia sancti
 P. alias P. Et nisi, &c.

Et est concordia talis, scilicet, quod prædict. K. & S. re-
 cogn. prædicta messuagia cum pertin. esse jus ipsius D. ut ill'
 que idem D. habet de dono prædictorum K. & S. Et illa
 remiserunt & quiete clamaverunt de se & heredibus suis
 prædict. D. & heredibus suis imperpetuum. Et præterea
 iidem K. & S. concesserunt pro se & heredibus ipsius K. quod
 ipsi Warr. prædicto D. & heredibus suis prædicta messuagia
 cum pertin. contra prædictos K. & S. & heredes ipsius K. &
 contra hered. K. J. Militis patris prædict. K. J. & T. J. Ar-
 migeri avi prædict. K. Baronetti defunctorum ac contra
 omnes alios clamantes per prædictos K. J. & T. J. aut eorum
 aliquem imperpetuum. Et pro hac, &c.

Capt. & cognit. (ut supra.)

Leicest. ff. **P** Recipe B. E. Armigero quod justo, &c.
 neat B. T. Generoso Conventionem, &c.
 de decem Messuagiis, mille acris Marisci Friseli cum pertin.
 Rectoria de S. cum pertin. Nec non omnibus & omnimodis decimis
 oblationibus, obventionibus, pensionibus & emolumentis quib-
 cunq; provenient. seu reventan. de & in S. prædict. spectum
 pertin. Ac etiam de Advocatione de S. Et nisi, &c.

Et est concordia talis, scilicet, quod prædictus B. E. recog-
 prædicta tenementa Rectoriam decimas, oblationes, ob-
 ventiones, portiones & emolumenta cum pertin. ac advoca-
 tionem prædictam esse jus ipsius B. T. ut ill' quæ idem
 habet de dono prædict. B. E. Et ill' remisit & quiete cla-
 vit de se & heredibus suis prædict. B. T. & heredibus
 imperpetuum. Et præterea idem B. E. concessit pro se
 heredibus suis quod ipsi Warr. prædicto B. T. & heredibus
 suis prædicta tenementa Rectoriam decimas, oblationes,

venciones, portiones & emolumenta cum pertin. ac advocaciones, portiones contra prædictum B. E. & heredes suos imperpetuum. Et pro hac, &c.

Capt. & cognit. (ut supra.)

Lincoln. ff. **P**Recipe B. W. generoso & K. uxori ejus, quod iuste, &c. teneant M. J. generoso Conventiorem, &c. de quinque Messuagiis, tribus Gardinis, duobus Pomariis, centum acris Terræ, Viginti & sex acris Prati, centum & viginti acris Pasturæ, trigint acris Bosci, prima vestura viginti acrarum prati, & Communia Pastura pro undecim avertis & septingentis ovibus cum pertin. in N. B. Et nisi, &c.

Et est concordia talis, scilicet, quod prædict. B. & K. recogn. tenementa prædicta Vesturam & Communiam pasturæ, cum pertin. esse jus ipsius M. ut ill' quæ idem M. habet de dono prædictorum B. & K. Et illa remiserunt & quiete clamaverunt de se & heredibus ipsius B. prædict. M. & heredibus suis imperpetuum. Et præterea iidem B. & K. concesserunt pro se & heredibus suis quod ipsi Warr. prædict. M. & heredibus suis prædicta tenementa Vesturam & Communiam pasturæ cum pertin. contra prædictos B. K. & heredes ipsius B. imperpetuum. Et pro hac, &c.

Capt. & cognit. (ut supra.)

Lincoln. ff. **P**Recipe R. J. Baronetto & S. uxori ejus, quod iuste, &c. teneant L. J. Militi & Baronetto conventiorem, &c. de quinque Messuagiis, decem Gardinis, viginti acris pasturæ, sex acris prati, & quatuor acris Jamporum & brueri & coliam pasturæ pro omnibus avertis cum pertin. in S. Et nisi, &c.

Et concordia talis, scilicet, quod prædict. R. J. & S. recogn. prædicta tenementa & communiam pasturæ cum pertin. esse jus ipsius L. J. ut ill' quæ idem L. habet de dono prædictorum R. J. & S. Et ill' remiserunt & quiete clamaverunt

venunt de se & heredibus ipsius R. J. prædict. L. J. & heredibus suis imperpetuum. Et præterea iidem R. J. & S. concesserunt pro se & heredibus ipsius R. J. quod ipsi Warr. prædict. L. J. & heredibus suis prædicta tenementa & co'iam pasturæ cum pertin. contra prædictos R. J. & S. & heredes ipsius R. J. Ac contra heredes R. J. Milicis & Baronetti defuncti patris prædict. R. J. ac contra heredes R. J. ac contra heredes R. J. Armigeri defuncti avi prædicti R. J. ac contra heredes R. S. generosi proavunculi prædict. R. J. defuncti proavi prædict. R. Ac contra omnes alios clamantes per prædictos R. J. R. J. R. J. S. & R. aut eorum aliquem imperpetuum. Et pro hac, &c.

Capt. & cognit. (ut supra)

Ebor. II. **P** Ræcipe W. D. Domino F. de D. B. W. Armigeri & F. uxori ejus, & W. E. quod iuste, &c. tenentur T. E. conventionem, &c. de maneriis de S. T. K. & H. alias, &c. cum pertin. Ac de scitis nuper Monasterii de T. & B. cum pertin. Necnon de centum Messuagiis, centum Cottagiis, decem toftis, duobus molendinis ventriticis, centum gardanis, viginti pomariis, mille acris terræ, sexcentis acris prati, mille acris pasturæ, centum acris bosci, mille acris Jampnorum & bruere, sexcentis acris Marisci, Co'iam pasturæ pro omnibus averiis libera piscaria in aqua de F. Cur. Baron. & Vis. Franc. pleg. cum pertin. in S. T. K. & Et nisi, &c.

Et est concordia talis, scilicet, quod prædict. W. Domino B. W. & W. E. recogn. prædicta maneria, scitus, tenementa Communiam pasturæ piscariam Cur. Let. Cur. Baron. Vis. Franc. pleg. cum pertin. esse jus ipsius T. E. ut illi idem T. E. habet de dono prædictorum W. Domino F. & W. E. Et illa remiserunt & quiete clamaverunt de heredibus suis prædict. T. E. & heredibus suis imperpetuum. Et præterea idem W. concessit pro se & heredibus suis quod ipsi Warr. prædict. T. E. & heredibus suis prædicta maneria, scitus, tenementa Communiam pasturæ piscariam Cur.

Cui' Baron' & Vis' Franc' pleg' cum pertin' contra prædictum *W. &* heredes suos imperpetuum. Et ulterius iidem *B. & F.* concesserunt pro se & heredibus ipsius *B.* quod ipsi Warr. prædicti. *T. E.* & heredibus suis prædicta maneria, scitus, tenementa, Communiam pasturæ piscariam Cur. Let. Cur. Baron. & Vis. Franc. pleg. cum pertin. contra prædictos *B. & F.* & heredes ipsius *B.* imperpetuum. Et etiam eidem *W. E.* concessit pro se & heredibus suis quod ipsa Warr. prædicti. *T. E.* & heredibus suis prædicta maneria, scitus, tenementa communiam pasturæ piscariam Cur. Let. Cur. Baron. & Vis. Franc. pleg. cum pertin. contra prædictam *W. E.* & heredes suos imperpetuum Et pro hac, &c.

Capit. & cognit. (ut supra,)

A Fine from one to one of a Messuage and Garden.

Suff. p*re*cipe *A. C.* quod iuste, &c. teneat *C. D.* con. &c. de uno Messuagio, & uno Gardino cum pertin. in *M.* Ex nisi, &c.

Et est concordia talis, scilicet, quod prædict. *A.* recogn. prædict. tenementa cum pertin. esse jus ipsius *C.* ut illa quæ eidem *C.* habet de dono prædicti. *A.* Et illa remisit & quiete clamavit de ipso *A.* & heredibus suis imperpetuum. Et præterea idem *A.* concessit pro se & heredibus suis prædicta tenementa cum pertin. contra ipsum *A.* & heredes suos imperpetuum. Et pro hac, &c.

A Fine from a Man and his Wife to one Conusee of two Messuages, one Yard or Garden, &c.

Authr. ff. p*re*cipe *H. B.* & Mariæ uxori ejus, quod iuste, &c. teneant *J. B.* con. &c. de duobus Messuagiis, uno vertilagio, uno Gardino, decem acris terre quinque acris prati, & sex acris Pastura cum pertin. in *M.* Et nisi, &c.

Et est concordia talis, scilicet, quod prædict. H. & Maria recogn. prædicta tenementa cum pertin. esse jus ipsius J. ut illa quæ idem J. habet de dono prædict. H. & M. Et illa remiserunt & quiete clamaverunt de ipsis H. & M. & heredibus ipsius H. præfat. J. & heredibus suis imperpetuum. Et præterea iidem H. & M. concesserunt pro se & heredibus ipsius H. quod ipsi Warrant. præfat. J. & heredibus suis prædicta tenementa cum pertin. contra ipsos H. & M. & heredes ipsius H. imperpetuum. Et pro hac, &c.

A Fine of a Rent by an Earl and his Wife.

Ebor. ff. **P** Ræcipe J. Comiti Devon. & Domine Katharine uxori ejus Comitissæ D. quod juste, &c. ten. W. C. con. &c. de quadraginta libris annui redditus cum pertin. exeuntis de Manerio de E. Et nisi, &c.

Et est concordia talis, scilicet, quod prædict. Comes & Comitissa recognoverunt redditum prædictum cum pertin. esse jus ipsius W. ut ill. quæ idem W. habet de dono prædictorum Comitis & Comitissæ. Et illa remiserunt & quiete clamaverunt de ipsis Comite & Comitissa & hered. ipsius Comitis præfat. W. & heredibus suis imperpetuum. Et præterea iidem Comes & Comitissa concesserunt pro se & heredibus ipsius Comitis quod ipsi Warr. præfat. W. & heredibus suis prædict. reddit. cum pert. contra præd. Comitem & Comitissam & hered. ipsius Comitis imperpetuum. Et pro hac, &c.

A Fine of the third part of the Rent.

P Ræcipe A. B. & C. uxori ejus, quod juste, &c. ten. D. Militi Balnei con. &c. de tertia parte quinque librarum sex solidorum, & octo denariorum reddit. cum pertin. exeuntis de Maneriis de F. & G. Et nisi, &c.

Et est concordia talis, scilicet, quod prædict. A. & C. recognoverunt tertiam partem prædictam cum pertin. esse jus ipsius D.

ius ipsius D. ut illam quam idem D. habet de dono prædict.
A. & C. & illam remisit & quiete clamaverunt de ipsis
A. & C. & heredibus ipsius A. præfat. D. & heredibus suis
imperpetuum. Et præterea iidem A. & C. concesserunt pro
se & hered. ipsius A. quod ipsi Warrant. præfat. D. & here-
dibus suis prædictam tertiam partem cum pertin. contra
prædict. A. & C. & heredes ipsius A. imperpetuum. Et pro
hac, &c.

*A Fine of a Parsonage excepting the Advowson of
the Vicarage of the same Parsonage.*

*Præcipe A. B. generoso quod iuste, &c. teneat C. D. con. &c.
de Rectoria de H. cum pertin. except, advocations Vicarie
Ecclesie de E. Et nisi, &c.*

Et est Concordia talis, scilicet, quod prædict. A. recogno-
vit Rectoriam prædictam cum pertin. (except. præexcept.)
esse ius ipsius C. ut ill' quam idem C. habet de dono præ-
dict. A. & illam remisit & quiete clamavit de ipso A. & he-
redibus suis præfat. C. & heredibus suis imperpetuum. Et
præterea idem A. concessit pro se & heredibus suis quod ipsi
Warrant. præfat. C. & heredibus suis Rectoriam prædict.
cum pertin. (except. præexcept.) contra ipsum A. & hered.
suis imperpetuum. Et pro hac, &c.

*A Fine from three and their Wives to one with
several Warranties.*

*Præcipe A. B. & C. uxori ejus DE. & F. uxori ejus &
D.H. & J. uxori ejus quod iuste, &c. ten. W. C. con.
&c. de duobus Messuagiis, duobus Gardinis, uno Pomario, tri-
ginta acris terre viginti acris prati, quadraginta acris pasture
& sexdecim solidat. reddit. cum pertin. in W. & D.*

Et est concordia talis, scilicet, quod prædict. A. & C. D. & E.
& J. recogn. prædict. tenementa & reddit. cum pertin.
& ius ipsius W. ut illa que idem W. habet de dono præ-
dict.

dict. *A.* & *C.* *D.* & *F.* & *D.* & *J.* Et illa remiserunt & quiete clam. de ipsis *A.* & *C.* *D.* & *F.* & *D.* & *J.* & heredibus ipsius *A.* præfat. *W.* & heredibus suis imperpetuum. Et præterea iidem *A.* & *C.* concesserunt pro se & hered. ipsius *A.* quod ipsi Warrantizabunt præfat. *W.* & heredibus suis præd. tenementa & redd. cum pertin. contra ipsos *A.* & *C.* & hered. ipsius *A.* imperpetuum. Et ulterius iidem *D.* & *F.* concesserunt pro se & hered. ipsius *D.* quod ipsi Warrant. præfat. *W.* & heredibus suis prædict. tenementa & reddit. cum pertin. contra ipsos *D.* & *F.* & hered. ipsius *D.* imperpetuum. Et etiam iidem *D.* & *J.* concesserunt pro se & heredibus ipsius *J.* quod ipsi Warrant. præfat. *W.* & heredibus suis præd. tenementa & redd. cum pertin. contra ipsos *D.* & *J.* & hered. ipsius *J.* imperpetuum. Et pro hac, &c.

A Fine of nine Messuages, &c. and the Moiety of twenty Messuages, one Water-mill, one Dovehouse, &c.

Doxl. ff. *PR*ecipe *J. P.* generoso & *E.* uxori ejus, quod iuste, &c. teneant *Nic. Covert* *Gen. Con. &c.* de novem messuagiis, novem Gardinis, trescentis acris terra, centum acris pastura centum acris Jampnorum & bruere, ac de medietate, viginti Messuagiorum, centum gardinorum, unius melendini aquatici, unius columbarii, sexaginta acrarum, terreducunt. acrarum prati, trescentis. acrarum pastura, sexaginta acrarum bosci, & centum acrarum Jampnorum & bruere cum pertin. in *M. C. B. D.* Et nisi, &c.

Ex est concordia talis, scilicet, quod præd. *J. P.* & *E.* recognoverunt præd. tenementa & medietat. cum pertin. esse ipsius *N.* ut illa quæ idem *Nic.* habet de dono prædict. *J. P.* & *E.* Ex illa remiserunt & quiete clam. de se & hered. suis prædict. *N.* & hered. suis imperpetuum. Et præterea iidem *J. P.* & *E.* concesserunt pro se & hered. ipsius *J.* quod ipsi Warrant. præfat. *N.* & hered. suis prædict. tenementa medietatem cum pertin. contra ipsos *J. P.* & *E.* & hered. ipsius *J.* imperpetuum. Et pro hac, &c.

Fine of, &c. the Parsonage of B. and the Advowson of the Vicarage.

¶ Recipe J. M. & M. uxori ejus quod juste, &c. ten. R. B. Militi con. &c. de uno Messuagio, uno horreo, quindecim acris terra, sex acris prati, viginti acris pastura & quinque solidat. redd. cum pertin. in B. ac de Rectoria de B. prædict. cum pertin. necnon de advocacione Vicaria Ecclesia de B. Et nisi, &c.

Et est concordia talis, scilicet, quod prædict. J. & M. recogn. prædict. tenement. redd. & Rectoriam cum pertin. ac advocacionem prædict. esse jus ipsius R. ut illa quæ idem R. habet de dono prædict. J. & M. Et illa remiserunt & quiete eam. de ipsis J. & M. & hered. ipsius J. præfat. R. & hered. suis imperpetuum. Et præterea iidem J. & M. concesserunt pro se & hered. ipsius J. quod ipsi Warr. prædict. R. & hered. suis præd. tenementa redd. & Rectoriam cum pertin. & advocacionem prædict. contra ipsos J. & M. & hered. ipsius J. imperpetuum. Et pro hac, &c.

Gants,

Grants.

A Grant or Bargain and Sale of a Parcel of Timber, and the next fall or cutting of eight Acres of Coppice Wood.

This Indenture made, &c. Between *W. L.* of, &c. of the one part, and *J. S.* of, &c. and *R. K.* of, &c. witnesses, that the said *W. L.* as well for and in consideration of a competent Sum of Money mentioned in certain Articles of Agreement in Writing indepted, made between the said *W. L.* of the one part, and the said *J. S.* and *R. K.* of the other part, dated the, &c. in the year aforesaid, the Coppice Wood, Timber and Implements hereafter these Presents mentioned, and for certain Mills and Grounds at *B.* in the aforesaid County of *W.* to him said *W. L.* in part before the Ensealing and delivery these Presents paid, and the rest to be secured to be paid according to the said Articles of Agreement in part of performance of the said Articles on his part to be performed hath granted, bargained and sold, and by these, &c. to the said *J. S.* and *R. K.* their Executors, Administrators, Assigns, all that Timber lying at or near, &c. and which was bought before *Michaelmas* last past of *R. K.* &c. for present necessary repairing of the aforesaid Mills which called *B. Mills* together with all these Implements and Instruments which now are in or about and belonging to said Mills, and which are or were the proper Goods of him the said *W. L.* at the time of the Date of the said Articles of Agreement, **To have and to hold** the said Timber and Utensils unto the said *J. S.* and *R. K.* their Executors, Administrators or Assigns to their and every of

in proper use and uses for ever. And further, the said
 L. for the Consideration aforesaid, and in performance
 further part of the said Articles of Agreement on his
 half to be performed, hath further granted, bargained
 sold, and by these Presents, &c. unto the said J. S. and
 R. K. their, &c. All that the next fall and cutting of eight
 Acres of Coppice Wood, and Crops now standing and be-
 ing in a certain Coppice Wood called B. Wood in M. in the
 aforesaid County of W. they the said J. S. and R. K. their
 Executors or Administrators not heading or cutting the
 tops of any Tree or Trees there not formerly headed, or
 whose Tops have not been formerly cut off, and also fall-
 ing, cutting and cropping the same Coppice Woods and
 tops of Trees in due and seasonable times, and ridding
 and carrying the same away before the 24th of J. next en-
 coming, without picking or chusing of any part or parcel
 dispersed but taking it as it stands together, and from side
 to side, and going on forwards in length and breadth to-
 gether for the whole Eight Acres (the Soil of the same
 Coppice Wood and all Timber Trees therein standing,
 growing or being and usual accustomed Standills there to
 be left as are or have been or ought in such like case of
 cutting of Wood left standing, excepted and al-
 ways reserved unto the said W. L. his Heirs or *Excepted.*
 Assigns.) To have and to hold, take, receive,
 receive and enjoy the said Coppice of Wood and Crops
 Trees so to be fallen, cut and cropt as aforesaid unto the
 said J. S. and R. K. their, &c. W. L. Covenants with J. S.
 and R. K. and either of them, their and either of their
 Executors, Administrators and Assigns, and to and with
 any of them by these Presents that the Grantees shall
 have quiet possession, and hold, take, receive, and liberty to
 cut, carry away, &c.
 And the said R. S. and J. K. for them-
 selves and either of them, their and ei-
 ther of their Executors, Administrators
 Assigns, and for every of them Co-
 venant, &c. to and with the said W. L. his

*Covenant to cut
 down and carry a-
 way before such a
 day not to fall in
 order,*

Heirs,

Heirs, Executors and Assigns that they the said J. S. and R. K. their, &c. shall and will cut and fall the aforesaid Eight Acres of Coppice Wood and Crops of Trees so bought and gained and sold as aforesaid, and rid and carry away the same before the aforesaid 24th day of J. now next ensuing and shall take and cut the same in the order herein before prescribed for cutting and falling thereof together, and not in parts dispersed, and leaving Strandills there according to Law and use in that behalf, and shall not top or head, &c. In Witness, &c.

An Indenture of Grant, Bargain and Sale of Goods the Vendor being to have the Use of them for Life, amending such of them as shall be impaired by the Use.

THIS Indenture, &c. Between E. S. Widdow Relict, &c. of the one part, and J. N. of, &c. the other part: ~~Whereas~~ the said E. S. is at present under very great necessity and want, and hath urgent occasion for a certain Sum of Money to help and relieve under and out of the same, and is willing and desirous to raise the same by the Sale and disposition of all her Goods and Chattels, and Household-stuff *bona fide*, but in such manner that the said E. S. may have the reasonable use of them for her natural life: And to that purpose hath agreed with the said J. N. who upon valuation of the said Goods and Household-stuff is willing to advance such Sum of Money to her the said E. accordingly. ~~Now this~~ Indenture Witnesseth, that upon the Consideration aforesaid the said E. S. in Consideration of the full and just price of, &c. of lawful, &c. to her the said E. S. or to her heirs or benefit in hand paid or secured to be paid by the said J. N. the receipt and security whereof is hereby acknowledged, ~~With~~ given, granted, bargained and sold, and these Presents doth give, grant, bargain and sell unto

I. N. All and singular the several particular Goods, Chattels, Household-stuff, Utensils and Furniture of her said E. S. in a Schedule hereunto annexed, particularly expressed, mentioned and described, or by what name names soever the same are called or known, and of what kind, quality, nature or condition the same are, with their and every of their Appurtenances and Incidents: And all the Estate, Right, Title, Interest, Property, Claim and Demand which she hath or may have to the same or any of them, **To have and hold, occupy and enjoy the same** and by the said I. N. his Executors, Administrators, Assigns, and his and their own proper use and uses at all time and times hereafter, saving as in and by these Presents is hereafter Covenanted and agreed between the said Parties: And the said E. S. doth by these Presents Covenant and grant to and with the said I. N. that she hath good right and title to all and singular the said Goods, Chattels, Household-stuff, Utensils and Furniture in the said Schedule hereunto annexed, particularly mentioned and described, and to make the Grant and Sale thereof above mentioned: And that her Executors and Administrators shall suffer all lawful and necessary acts and things for the taking and carrying away of the same: at her death. And these Presents further witness that in pursuance of the said Agreement, and in Consideration that the said E. S. hath abated a considerable sum of the real value of the said Goods and Chattels for the damage they may receive during the Life of the said E. S. by her use thereof which the said Parties have agreed upon, The said I. N. and by these Presents Covenant, promise and agree to and with the said E. S. that she the said E. S. shall and may during her natural life use, wear and employ the said Goods, Chattels, Household-stuff, Utensils and Furniture above mentioned to be hereby bargained and sold in a reasonable manner in such plight and place

Covenant that the Grantor hath good right to the said Goods.

To carry away the same at her death.

Grantor to use them for her Life.

place as they are now in without altering the same, and with amending such of them as may want amendment during her use thereof as aforesaid, and not otherwise.
Witness, &c.

A Grant or Sale of part of a Vessel.

TO all Christian People, &c. Know ye that I, &c. for and in consideration of, &c. have aliened, granted, bargained and sold, &c. one moiety or half part share of a certain Ship or Pink called the *Kath*. of the Burden of Two hundred Tuns or thereabouts, and of half part of all and singular the Masts, Sails, Dileys, Ropes, Anchors, Cables, Tackle, Apparel, Cockboat and Furniture whatsoever unto the same Pink now belonging or appertaining: *Habens*. the said moiety of the said Pink, and all and singular other the Premises with the Appurtenances unto the said, &c. Covenant that he has power to grant, &c.

Judgment

Judgment.

Judgment of a Judgment by an Executor with good Covenants.

TO all Christian People, &c. F. L. of, &c. Son and Executor of the Last Will and Testament of H. L. late of, &c. his late Father deceas'd sendeth Greeting: *Whereas* in *Easter* Term in the year, &c. he the said F. L. obtained a Judgment of 400 l. besides Costs of Suit the Court of C. B. at *Westminster* against Sir P. F. late of, &c. who deceas'd, as by the Record thereof remaining in the Court of C. B. relation being thereunto had it doth may more at large appear: *And whereas* since the obtaining of the said Judgment he the said H. L. is since dead, he the said F. L. having made his Last Will and Testament in Writing, and therein constituted and appointed the said F. L. his sole Executor who hath made Probate of the said Will before a competent Ordinary, and taken upon him the Execution thereof, by force and virtue whereof the said F. L. is become lawfully and lawfully Interested and intitled in and to the said Judgment of 400 l. and the whole benefit and profit thereof as Executor to his said late Father: *Now know* that the said F. L. for and in consideration of 200 l. of, &c. to him satisfied and paid or secured to be satisfied and paid, and for divers other, &c. hath granted, assigned and conveyed, and by these Presents, &c. unto N. K. of, &c. his Executors, Administrators and Assigns as well the said Judgment of 400 l. as also the profit, benefit and advantage, Sum and Sums of Money whatsoever that the said N. K. may any ways have or claim, challenge or demand, or which hereafter shall be obtained or gotten upon, or by virtue of the said Judgment, or of any Execution, Extent, Re-

Reextent thereupon had, or to be had, sued, executed or obtained, and all the Estate, Right, Title, Interest and Demand whatsoever which he the said *F. L.* had or ought to have or claim of, in, or to the said Judgment or any Money, Lands, Tenements, or other things which by virtue thereof, or of any Process or Proceedings thereupon, are or shall be recovered, obtained or gotten. And the said *F. L.* doth by these Presents make, ordain and appoint the said *N. K.* his true and Lawful Attorney and Assignee for him and in his name to take out Execution upon the said Judgment, or to prosecute any Execution Process or Extent already sued forth, or otherwise to compound or agree with the Heirs, Executors or Assigns of the said *Sir P. E.* or any other person or persons for the same: As to his said Attorney, his Executors and Assigns shall be thought fit and convenient, and upon satisfaction given, or any other end, composition or agreement made concerning the Premises to acknowledge satisfaction, or make and give any other release or discharge for the same. And further to do all and every other [A general authority as in *Bridgeman*, 374.] and Covenant to ratify what the Assignee acts in pursuance, as in *Bridgm. ibid.*

And further that at the Sealing and delivery of these Presents the said Judgment is and remaineth unpaid and unsatisfied. And that he the said *F. L.* or the said *H. L.* late Father have not nor hath at any time heretofore released, discharged or made void the said Judgment, nor the said *F. L.* his Executors or Administrators shall or at any time hereafter release, discharge or make void the said Judgment or Sum of Money thereby recovered, or part thereof, or any Execution or Extent thereupon or to be had, nor otherwise do or suffer to be done any thing whatsoever that shall or may be any ways judicial to the said Judgment, or impeach the validity thereof, or any other lawful course that shall be had prosecuted upon or by reason of the same Judgment by the said *N. K.* his Executors or Assigns, unless it be by the request and by and with the consent of the said *N. K.*

Executors or Assigns first had in Writing under his or
 their Hands and Seals, nor shall revoke or countermand
 any power or authority to him by these Presents given and
 granted. And moreover that it shall and may be lawful to
 and for the said *N. K. &c.* to have and take, receive, detain
 and keep to his and to their own use and uses all such bene-
 fit Sum and Sums of Money as shall be had, taken or re-
 ceived upon or by reason of the said Judgment, or any
 Execution or Extent without any accompt or other recom-
 pence thereof, or therefore to be had or made in any wise.
 [Assignor Covenants upon request to acknowledge satisfac-
 tion on the Judgment.] And the said *N. K.* for himself,
 &c. Covenants, &c. that he the said *N. K.* his Heirs, Exe-
 cutors, and Administrators, or some or one of them shall
 and will at all times hereafter save, defend and keep harm-
 less and indemnifie him the said *F. L.* his Executors and
 Administrators, and his and their Lands, Tenements,
 Goods and Chattels, and Hereditaments whatsoever, of and
 from all and all manner of Costs and Charges, Suit, Trou-
 ble and Losses whatsoever that shall or may happen to or
 against him the said *F. L.* his Executors and Administra-
 tors, or any of them, for, by reason, of concerning or rela-
 ting to the said Debt, Judgment, or any Execution, Pro-
 ceedings, matter or thing to be had or taken forth by the
 said *N. K.* his Executors, Administrators or Assigns, or
 any of them, or by his, their or any of their procurement,
 colour or reason of the Premises. Covenant for fur-
 ther assurance to corroborate the Title of the said *N. K.* to
 the said Judgment. *In Witness, &c.*

Recoveries.

A Précipe for a Writ of Entry.

Summa. **H**. L. generosus & S. E. generosus in propriis personis suis petunt versus M. E. generosum & N. W. Generosum Maneria de D. alias D. alias E. alias E. M. cum pertinentiis. Necnon centum Messuagia, centum rosta, centum gardina, centum & quinquaginta acras terrarum, trescentas acras prati, quingentas acras pasture, sexcentas acras bosci, ducentas acras Jampnorum, & breuere, trescentas acras Maristi & liberam Warreniam cum pertinentiis in D. alias E. alias S. H. Ad advocacionem Ecclesiarum de H. & S. ne jus & Hereditatem suam, &c.

A Recovery by single Voucher.

Lincoln. **H**. Armiger in propria persona sua petunt versus N. C. Generosum tria Messuagia, septem Gardina, septuaginta acras terrarum, novem acras prati, decem acras pasture, triginta acras Jampnorum & breuere & communiam pasture pro omnibus averiis & communiam turbarie cum pertinentiis in N. juxta S. ut jus & hereditatem suam. Et in que idem W. non habet ingrum. nisi per disseinam. quam Hugo Hunt inde injuste & sine judicio fecit præfat. H. infra triginta annos, &c. Et unde dic' quod ipsemet fuit seisis de tenementis & communis prædictis. per pertinet in dominico suo ut de feodo & jure tempore per tempore Domini Regis nunc capiendo inde explef. ad lentiam, &c. Et in quæ, &c. Et inde produc. sextam, &c.
Et prædictus W. in propria persona sua ven. & defend. suum quando, &c. Et vocat inde ad Warr. Edmundum Cle

ni præsens est hic in Cur. in propria persona sua. Et gratis
tenementa & Communias præd. cum pertin. ei Warr. &c.
super hoc prædictus H. pet. versus ipsum *Edmundum* te-
nentem per Warr. suam tenementa & Communias præd.
cum pertin. in forma præd. &c. Et unde dic. quod ipsemet
seisit' de tenementis & Comuniis præd. cum pertin.
dominico suo ut de feodo & jure tempore pacis tempore
domini Regis nunc capiendo inde explef. ad valentiam, &c.
in quæ, &c. Et inde p. oduc. sectam, &c.
Et prædictus *Edmundus* tenens per Warrantiam suam de-
jus suum quando, &c. Et dicit quod prædictus Hugo
disseisivit præfat. H. de tenementis & comuniis præd.
cum pertin. prout idem H. per breve & narrationem sua
superius suppon. Et de hoc pon. se super Patriam,

Et prædictus H. pet. licentiam inde interloquendi & habere,
Et postea idem H. reven. hic in Cur. isto eodem Ter-
mino in propria persona sua. Et præd. *Edmundus* licet so-
pniit exact. non reven' set in contempt' Cur' recessit &
fac' Jo. considerat' est quod prædict' H. recuperet
suam suam versus præfat. W. de tenementis & Commu-
niis prædict' cum pertin. Et quod idem W. habeat de terra
prædict' *Edmundi* ad valentiam, &c. Et idem *Edmundus* in
&c. Et super hoc prædictus H. pet. breve Domini Ro-
vic' Com' præd' dirigend' de habere faciend. ei plenar.
suam de tenementis & Comuniis præd. cum pertin. &
ceditur retornabile hic a die sanctæ Trinitatis in tres
semanas, &c. Ad quem diem Ven. hic in Cur' præd' H. in
propria persona sua. Et Vic. videlicet P. B. Armiger modo
quod ipse virtute brevis præd' sibi direct' vicesimo
die Junii, ult. præterit' habere fecit præfat. H. plena-
seisinam de tenementis & comuniis præd. cum per-
prout per breve illud sibi præcepta fuit, &c.

Double Voucher.

Lincoln. ff. **H**. C. Generosus in propria persona sua per
versus P. H. Generosum decem Messuag
cum pertin. in H. ut jus & hereditatem suam. Et in qu
idem H. non habet ingrum. nisi post disseisinam quam Hug
Hunt inde injuste & sine Judicio fecit præf. H. C. infra triginta
annos, &c. Et unde dic. quod implet fuit seisit. de ten
ementis præd. cum pertin. in dominio suo ut de feodo
jure tempore pacis tempore Domini Regis nunc capiend
inde explef. ad valenciam, &c. Et in quæ, &c. Et inde pro
duc. scetam, &c.

Et prædictus P. in propria persona sua veni. & defend.
suum quando, &c. Et voc. inde ad Warr. R. S. Vidua
quæ præfens est hic in Cur. in propria persona sua & gra
tenementa præd. cum pertin. ei Warr. &c. Et super
prædictus H. C. per. versus ipsam R. tenen. per Warr. su
tenementa præd. cum pertin. in forma præd. &c. Et unde
dic. quod implet fuit seisit. de tenementis præd. cum p
in dominio suo ut de feodo & jure tempore pacis temp
Domini Regis nunc capiend. inde explef. ad valenciam,
Et in quæ, &c. Et inde produc. scetam, &c.

Et præd. R. tenens per Warr. suam defend. jus su
quando, &c. Et ulterius voc. inde ad Warr. *Edmundum*
qui similiter præfens est hic in Cur. in propria persona
Et gratis tenementa præd. cum pertin. ei Warr. &c. Et
per hoc præd. H. per. versus ipsum *Edmundum* tenen.
Warr. suam tenementa præd. cum pertin. in forma
&c. Et unde dic. quod implet fuit seisit. de tenem
præd. cum pertin. in dominio suo ut de feodo & jure
pore pacis tempore Domini Regis nunc capiend. inde
plef. ad valenciam, &c. Et in quæ, &c. Et inde produ
ctam, &c.

Et prædictus *Edmundus* tenens per Warr. suam defend.
suum quando, &c. Et dic. quod præd. Hugo non disse
præf. H. de tenementis præd. cum pertin. prout idem

breve & nareationem sua prædict. Superius suppon. Et hoc pon se super Priam &c. Et prædict. H. per. libenciam inde interloquend. Et ha-
et, &c. Et postea idem H. reven. hic in Cur. isto eodem termino in propria persona sua. Et prædictus Edmundus
et solemniter. exact. non reven. set in contempt. Cur. re-
lit & defalt. fac. Jo. considerat. est quod præd. H. recu-
ret seisinam suam versus præfat. P. de tenementis præd.
am pertin. Et quod idem P. habeat de terra præd. R. ad
entiam, &c. Et quod eadem R. ulterius habeat de terra
ædict. Edmundi ad valentiam, &c. Et idem Edmundus in
et &c.
Et super hoc prædict. H. per. breve Domini Regis Vic.
na. prædict. dirigend. de habere faciend. ei plenar. seisi-
on de tenementis præd. cum pertin. Et ei conceditur re-
nabile hic in Octabis Sancti Hillarii, &c. Ad quem dicta
ven. præd. H. in propria persona sua. Et Vic. videlicet
A. Armiger modo mand. quod ipse virtute brevis illius
di directi vicesimo die Decembris ult. præd. habere fecit.
æfat. H. plenar. seisinam de tenementis præd. cum pertin.
out per breve illud sibi precep. fuit, &c.

Treble Voucher.

H. 7. in propria persona sua per. versus J. P.
generosum quatuor acras prati cum per-
in W. ut jus & hereditatem suam. Et in qua idem J. P.
habet ingrum. nisi post disseisinam quam Hugo Hunt
in injuste & sine Judicio fecit præfat. H. infra triginta
&c. Et unde dic. quod ipsemet fuit seisi. de quatuor
prædictis cum pertin. in dominico suo ut de secundo &
tempore pacis tempore Domini Regis nunc capiend.
exple. ad valentiam, &c. Et in quas, &c. Et inde pro-
æfatam, &c.
Et prædict. J. in propria persona sua ven. & defend. jus
quando, &c. Et voc. inde ad Warr. O. R. de S. Junio
generosum qui præsens est hic in Cur. in propria per-
sona

sona. Et gratis quatuor acras præd. cum pertin. ei Warr. &c. Et super hoc prædictus H. pet. versus ipsum O. tenens per Warr. suam quatuor acras præd. cum pertin. in forma præd. &c. Et unde dic. quod ipsemet fuit seisit. de quatuor acris præd. cum pertin. in dominico suo ut de feodo & jure tempore pacis tempore Domini Regis nunc capiend. inde exple. ad valentiam, &c. Et in quas, &c. Et inde producat. &c.

Et prædictus O. R. tenens per Warr. suam defend. jus suum quando, &c. Et ulterius voc. inde ad Warr. O. R. H. Armigerum, qui similiter præsens est hic in Cur. propria persona sua. Et gratis quatuor acras præd. cum pertin. ei Warr. &c. Et super hoc præd. H. pet. versus ipsum G. R. Armigerum tenens per Warr. suam quatuor acras præd. cum pertin. in forma præd. &c. Et unde dic. quod ipsemet fuit seisit. de quatuor acris præd. cum pertin. in dominico suo ut de feodo & jure tempore pacis tempore Domini Regis nunc capiend. inde exple. ad valentiam, &c. Et in quas, &c. Et inde producat. &c.

Et prædictus O. R. Armiger. tenens per Warr. suam defend. jus suum quando, &c. Et ulterius vocat. inde ad Warr. Edmundum Cleric. qui similiter præsens est hic in Cur. in propria persona sua. Et gratis quatuor acras præd. cum pertin. ei Warr. &c. Et super hoc præd. H. pet. versus ipsum Edmundum tenens per Warr. suam quatuor acras præd. cum pertin. in forma præd. &c. Et unde dic. quod ipsemet fuit seisit. de quatuor acris præd. cum pertin. in dominico suo ut de feodo & jure tempore pacis tempore Domini Regis nunc capiend. inde exple. ad valentiam, &c. Et in quas, &c. Et inde producat. &c.

Et prædictus Edmundus tenens per Warr. suam defend. jus suum quando, &c. Et dic. quod præd. Hugo non diffinit. præfat. H. de quatuor acris præd. cum pertin. prout præfat. H. per breve & narrationem sua præd. superius supposit. de hoc pon. se super Patriam, &c.

Et præd. H. pet. licenciam inde interloquendi. Et hoc &c. Et postea idem H. reven. hic in Cur. isto eodem modo in propria persona sua. Et præd. Edmundus licet
solent

temperat. exact. non totum sit in contempt. Curia restitit.
Et defalt. fac. & considerat. est quoddam præd. H. recuperet
seisinam suam versus præst. J. de quatuor acris præd. cum
pertin. Et quod præd. J. habeat de terra præd. O. R. gene-
rosi ad valentiam. &c. Et quod idem O. R. habeat de terra
præd. O. R. Armigeri ad valentiam, &c. Et quod idem O. R.
habeat de terra præd. Edmundi ad valentiam, &c. Et idem
Edmundus in misericordia, &c. Et super hoc præd. H. per
breve Domini Regis Vic. Com. præd. dirigend. de heret.
faciend. ei plenar. seisinam de quatuor acris præd. cum
pertin. Et ei conceditur revertibile hic inmi. diate, &c.
Postea scilicet. duodecimo die Februarii isto eodem Terminio
ven. hic in Cur. præd. H. in propria persona sua. Et Vis.
videlicet S. H. Armiger modo mand. quod ipse virtute bre-
vis præd. sibi direct. octavo die Februarii ult. præterit. here.
sec. præfat. Johanni plenar. seisinam de quatuor acris præd.
cum pertin. prout per breve illud sibi præcept. fuit, &c.

Rex mandavit Justic. suis de Banco hic breve suum de
Mittimus clausum una cum tenore cujusdam Brevis ipsius
Domini Regis de dedimus potestatem se Warrant. Attorn.
recipiend. & return. ejusdem. Nec non Warrant. Attorn.
inde recept. in hæc verba Carolus secundus Dei gratia An-
glie, Scotia, Francie & Hibernie Rex Fidei Defensor, &c.
Justic. Domini Regis de Banco salutem tenor, &c. And so
recite the Mittimus and Transcript for the Voucher, and then en-
ter the Summons in Exemplifying hand as followeth; Beginning a
new Line.

Lin. p. ff. **T**. B. Armiger & B. J. Generosus in pro-
prios personis suis pet. versus L. J. se-
norem generosum & B. R. Generosum sex messuagia sex
pedina, viginti acras terræ, viginti acras prati, sexaginta
acras pasture communiam pasture pro omnibus averiis &
communiam turbarie cum pertinentiis in C. M. D. C. & G.
et jus & hereditatem suam. Et in qua iidem A. & J. non
habent ingrum. nisi post disseisinam quam Hugo Hunt inde

injuste & sine iudicio fecit prefat. J. & B. infra triginta annos, &c. Et unde dicunt quod ipsimet fuerunt scilicet de tenementis & communis predicti cum pertinentiis in dominico suo ut de feodo & iure tempore pacis tempore Domini Regis nunc capiend. inde explef. ad valentiam, &c. Et in qua, &c. Et inde produc. sextam, &c.

Et predictus L. J. & R. per H. G. Attorn. suum ven. & defend. jus suum quando, &c. Et voc. inde ad Warr. L. J. Juniores Generolum. Et E. uxorem ejus sum. in Comp. predicto habesant eos hic in Octabis Sancti Martini per auxilium Cur. &c. dies dat. est partibus predictis hic, &c.

War. pro tenen. L. ff. **P**R. L. J. Sen. Generoso & B. R. Generoso quod iuste, &c. reddam T. B. Armigero & B. J. Generoso sex Messuagia, &c. cum pertinentiis in M. que clam', &c.

Capr. & cognit. &c.

War. Attorn. **P**Recipe L. J. Sen. Generoso & B. R. Generoso, quod iuste, &c. reddam T. B. Armigero & B. J. Generoso sex Messuagia, &c. cum pertinentiis in M. que clam', &c.

L. ff. **L**. J. Jun. Gen. & E. uxor ejus quas L. J. Sen. generosus & B. R. Gen. voc. ad War. per suos G. R. & P. C. conjunctim & divisim versus G. B. Armigerum & B. J. Gen. de placito terre, &c.

Capr. & cognit. &c.

Dominus Rex mandavit Justic. suis de Banco hic brev. suum de Mittimus Ctm. unacum tenore cujusdam brev. ipsius Domini Regis de Dedimus potestatem de Warrant. Attorn. recipiend. & retorn. ejusdem nec non Warrant. Attorn.

attorn. inde recept. in hæc verba *Carolus* secundus Dei
gratia Anglia, Scotia, Francia, & Hibernia Rex Fidei De-
 fensor, &c. Justic. suis de Banco salutem tenores (and so
 the *Missimus* verbatim) usque anno Regni nostri vi-
 simo tertio *Carolus* secundus Dei Gracia *Anglia, Scotia,*
Francia, & Hibernia Rex fidei Defensor, &c. Dilecto & fi-
 deli nostro *T. W.* Militi. Ac dilectis sibi *N. D.* and so recte
 Transcripts verbatim.

John. ff. **T**. B. Armiger & B. J. Generosus in propriis
 personis suis per versus *L. J.* seniore[m] Ge-
 nerosum & B. R. Generosum sex Messuagia sex gardina, vi-
 ginti acras terre, viginti acras prati, centum acras pasturæ,
 tam pasturæ pro omnibus averiis & communiam turba-
 cum pertin. in C. M. D. E. & Q. ut jus & hereditatem
 suam. Et in quæ idem *T. & B.* non habent ingrum' nisi
 est disseisinam quam *Hugo Hunt* inde injuste & sine Ju-
 dicio fecit præfat. *T. B. & B. J.* infra triginta annos. &c.
 Et prædictus *L. J. & B. R.* per *H. T. Attorn'* suum
 & alias voc. inde ad *Warr' L. J.* Juniore[m] genero-
 sum & *E.* uxor' ejus qui modo per suum' eis in Com' præd.
 suum per *G. R.* attorn' suum similiter ven. Et gratis Com-
 munias præd. cum pertin' eis *Warr'* &c. Et super hoc præ-
 dict. *T. & B.* per' versus ipsos *L. J.* Juniore[m] & *E.* tenen.
Warr' suam tenementa & comunias præd. cum pert'
 forma præd' &c. Et unde dic. quod ipsimet fuer' seisis'
 tenementis & comuniis præd' cum pertin' in dominico
 de feodo & jure tempore pacis tempore Domini Re-
 gis capiend' inde explef. ad valentiam, &c. Et in quæ,
 inde produc' sextam, &c.
 Et prædict. *L. J.* Junior, & *E.* tenen. per *Warr.* suam
 jus suum quando, &c. Et ulterius voc. inde ad *War.*
Edmund Cleus, qui præsens est hic in Cur' in propria per-
 sona. Et gratis tenementa & comunias præd' cum
 ei *Warrant'* &c. Et super hoc præd. *R. & B.*
 versus ipsum *Edmundum* tenen' per *Warr.* suam te-
 nementa & comunias prædict' cum pertin' in forma præ-
 dicta,

dicta, &c. Et unde dic' quod ipsimet fuer' seisi' de tenementis & communis præd' cum pertin' in dominico ut de feodo & jure tempore pacis tempore Domini. Res nunc capiend' inde exples' ad valentiam, &c. Et in quibus &c. Et inde produc' sectam, &c.

Et prædict' *Edmundus* tenens per Warr' suam defend' suam quando, &c. Et dic' quod præd' Hugo non seisivit præfat' T. & B. de tenementis & communis præd' cum pertin' prout idem T. & B. per breve & narrationem sua prædict' superius suppon. Et de hoc pon. se suam Priam', &c.

Et prædict' T. & B. pet' licenciam inde interloquend' habent', &c. Et postea iidem T. & B. reven' hic in Cur' eodem Termino in propriis personis suis. Et prædict' *Edmundus* licet solempnit' exat' non reven' set in contemptu Cur' recessit & defalt' fac' *Id.* considerat' est quod præd' B. recuperent seisinam suam versus præfat' L. J. Senio & B. R. de tenementis & communis præd' cum pertin' quod iidem L. & B. habeant de terra præd' L. J. Junior & E. ad valentiam, &c. Et quod iidem L. & E. ulterius habeant de terra prædict' *Edmundi* ad valentiam, &c. Et *Edmundus* in mia', &c.

Et super hoc prædict' T. & B. pet' breve Domini de habere faciend' eis plenar' seisinam de tenementis & communis prædict' cum pertin' Vic' Ccm' prædict' gend'. Et eis conceditur retornabile hic indilate, &c. scilicet vicesimo Octavo die *Novembris* isto eodem Termin' hic in Cur' præd' T. & B. in propriis personis Vic' videlicet C. R. Armiger modo mand' quod ipse præterit' habere fecit præfat' R. & B. plenar' seisinam tenementis & communis prædict' cum pertin' prout breve illud sibi præcept' fuit, &c.

An Exemplification of a Recovery.

Carolus secundus, &c. Omnibus ad quos presentes lre-
re nostrae pervenerint salutem Sciatis quod inter
Pacira tenae irrotolata apud *Wiffen* coram *Francisco North*,
Milite & Sociis suis Justic' nostris de Banco de Terminis
Sancti Michaelis Anno regni nostri vicesimo quinto Rotulo
continetur sic Ebor' II' *A B* generosus in propria persona
per' versus *C. D.* generosum viginti Messuagia, viginti
rostra, tria Molendina, octo Columbar. centum & quadra-
ginta acras terrae, ducentas & quinquaginta acras prati,
trecentas & quinquaginta acras pasturae, centum & quin-
quaginta acris bosci, centum & sexaginta acras Jamporum
chruere, quingentas & quinquaginta acras Morae, quinqu-
aginta acras Juncar' quadraginta acras Marisci salsi, sexaginta
acras Marisci frisci & viginti acras Alneti cum pertin' in
A. B. C. D. L. U. T. & R. ut jus & hereditatem suam. Et in
quod idem *C.* non habet ingrua nisi post disseisinam quam
Hugo Hunt inde injuste & sine judicio fecit praeiur' *A.*
triginta annos, &c. Et unde dic' quod ipsemet fuit
seisit' de tenementis praed' cum pertin' in dominico suo
de feodo & jure tempore pacis tempore Domini Regis
nunc capiendo inde explef. ad valentiam, &c. Et in qua,
&c. Et inde produc' factam, &c. Et praedi' *C.* in propria
persona sua venit & defend' jus suum quando, &c. Et vocat
ad se at Warr' *E. F.* qui praesens est hic in Cur' in propria
persona sua. Et gratis tenementa praed' cum pertinentiis ei
Warr' &c. Et super hoc praedi' *A.* per' versus ipsum *C.*
tenementem per Warr' suam tenementa praedi' cum pertin'
in forma praed. &c. Et unde dic' quod ipsemet fuit seisit'
tenementis praedi' cum pertin' in dominico suo ut de
feodo & jure tempore pacis tempore Domini Regis nunc
capiendo inde explef. ad valentiam, &c. Et in qua, &c. Et
inde produc' factam, &c. Et praedi' *Edmundus* tenens
Warrantiam suam defend' jus suum quando, &c. Et ul-
timus vocat inde ad Warr' *Edmundum Clent*, qui similiter
praesens

præsens est hic in Cur. in propria persona sua. Et gratis re-
 nementa predict' cum pertin' ei Warr' &c. Et super hoc
 predict' A. petit versus ipsum *Edmundum* tenentem per
 Warr' suam tenementa predict' cum pertin' in forma pre-
 dicta, &c. Et unde dic' quod ipsemet fuit seisit' de tene-
 mentis predict' cum pertin' in dominico suo ut de feodo &
 jure tempore pacis tempore Domini Regis nunc capiend'
 inde explef. ad valenciam, &c. Et in quæ, &c. Et inde pro-
 duc' sectam, &c. Et predict' A. per' licentiam inde interlo-
 quendi & habet, &c. Et postea idem A. reven. hic in Cur.
 isto eodem Termino in propria persona sua. Et predict' *Ed-*
mundus licet solempnit' exact' non reven' set in contemptu
 Cur' recessit & defalt' fac. Ideo considerat' est quod pred'
 A. recuperet seisinam suam versus præfat' C. de tenementis
 predict' cum pertin. Et quod idem C. habeat de terra pre-
 dict' *Edmundi* ad valenciam, &c. Et idem *Edmundus* in mi-
 &c. Et super hoc predict' A. per' breve Domini Regis Vic'
 Com' pred. dirigend' de habere faciend' ei plenar' seisinam
 de tenementis predict' cum pertin' & ei conceditur reco-
 nabile hic indilate, &c. Postea scilicet xxviii die *Novemb-*
 isto eodem Termino ven' hic in Cur' præd. A. in prop-
 persona sua. Et Vic' videlicet L. A. Armiger modo mar-
 quod ipse virtute brevis præd. sibi direct'. vicesimo secun-
 die *Novembris*, ult' præterit. habere fecit præfat' A. B. p-
 nariam seisinam de tenementis præd' cum pertin' prout
 breve illud sibi præcepit fuit, &c. Quæ omnia & singu-
 tenore præsentium duximus exemplificand. In cujus
 testimonium sigillum nostrum ad brevia in Banco prædi-
 sigilland' deputat' presentibus apponi fecimus Teste *Ro-*
cisco North Milite apud *Westm.* xxviii die *Novembris* An-
 Regni nostri xxv.

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Trust.

A Grant and Assignment of an Annuity or Rent-charge granted by a former Husband to the use of his Wife for her life, who before Intermarriage with a second Husband by his consent and together with him settles it upon Trustees to prevent his Intermeddling, and that the same shall be at her sole disposing.

This Indentures Quadripartite made, &c. Between *A. B.* of, &c. of the first part; *C. D.* of the second part; *E. F.* of the third part; and *G. H.* and *K.* of the fourth part: *Whereas J. D.* late Husband of the said *C. D.* of, &c. Deceased, by his Indenture bearing date, &c. made between him the said *J. D.* of the one part, and the said *A. B.* of the other part for the considerations therein expressed did give, grant and convey unto the said *A. B.* one Annuity or yearly Rent of, &c. to be issuing and going out of All, &c. Wherewith the same unto the said *A. B.* his Heirs and Assigns from and immediately after the death of him the said *J. D.* for and during the term of Seventy years if the Wife of the said *J. D.* should so long live, upon special Trust in the said Indentures mentioned and declared, that he the said *A. B.* his Heirs and Assigns should permit and suffer the said *C. D.* *The Trust.* her Assigns (in case she should survive the said *J. D.* her Husband) to have, enjoy, receive and receive the same and every part thereof to her own proper use during so many years of the said term as she should happen to live at such days and times as the same

same is thereby limited to be paid, as in and by, &c. **And**
Whereas there is a Marriage intended to be shortly had
 and solemnized between the said *E. F.* and the said *C. D.*
 And whereas it is agreed between the said *E. F.* and *C. D.*
 that she the said *C. D.* shall and may from
The separate time to time and at all times as well during
disposal by the said intended Coverture between the said
the Wife. *E. F.* and *C. D.* as if she the said *C. D.* were
 still sole and unmarried receive to her self or
 otherwise dispose of the said Annuity or yearly Sum of,
 &c. *aforsaid*, and of every part thereof and of all the
 Profits, Penalties or Sums of Money accrewing or be-
 coming, or which may at any time hereafter accrew or
 become due or payable for or in respect or by reason of the
 same to such person and persons, and in such manner as
 she the said *C. D.* shall think fit (exclusive always unto him
 the said *E. E.* so as he shall not intermeddle nor have any
 thing to do therewith.) **Now this Indenture witnesseth,**
 that in pursuance of the said Agreement, and for and
 in consideration of the several Sums of *5 l.* apiece to them
 the said *A. B. C. D.* and *E. F.* severally in hand paid by
 the said *G. H.* and *J. K.* at or before, &c. the several Re-
 ceipts whereof are hereby respectively acknowledged, and
 in pursuance and performance of the Trust *aforsaid* (vested
 and remaining in the said *A. B.* as *aforsaid*, he the
 said *A. B.* by and with the especial direction, consent and
 appointment of them the said *C. D.* and *E. F.* testified by
 their being Parties unto and Sealing and delivery of the
 Presents, hath granted, assigned and set over, and by the
 Presents, &c. unto the said *G. H.* and *J. K.* their Execu-
 tors, Administrators and Assigns the said Annuity or year-
 ly Rent of, &c. to be issuing and going forth of all the
 said Messuages, &c. in the said recited Indenture mention-
 ed, and all Arrearages and Forfeitures thereof, or for the
 same. And all the Estate, Right, &c. of him the said *A.*
 of, in, and to the same yearly Rent or Sum of, &c. and
 all Arrearages and Forfeitures thereof, together with the
 said Indenture, and the benefit and advantage of all the
 Covenants

covenants and Clauses therein contained. To have and to
 perceive, receive and take the said Annuity or year-
 Rent-charge of, &c. and all Arrearages and Forfeitures
 thereof or for the same, together with the said recited In-
 sure, and the benefit and advantage of Covenants and
 clauses therein contained unto them the said G. H. and
 their Executors, Administrators and Assigns for, by
 during all the rest and residue of the said term of Se-
 venty years therein yet to come and unexpired, if she the
 said C. D. shall so long live in as large and ample manner to
 intents and purposes as the same was granted to him the
 said A. B. in and by the said recited. Yet ne-
 vertheless upon the Trusts and Confidences, and *The Trust*
 the uses, intents and purposes herein after
 stated, and to none other use, intent or purpose whatso-
 ever, That is to say upon Trust and Confidence, and to
 the intent and purpose that they the said G. H. and J. K. and
 the Survivor of them his Executors, Administrators and
 Assigns, shall and may demand, levy, take and receive the
 said Annuity or yearly Rent charge and every part thereof,
 all Arrears and Forfeitures now due or to be due for or by
 reason of the same, and shall from time to time and at all
 times order, imploy, dispose and pay the same Annuities,
 yearly, &c. and every part thereof, and all Arrearages
 and Forfeitures of or for the same, and all the Proceed and
 profits which shall be made thereof not unto him the said
 A. B. his Executors, Administrators or Assigns, or any
 other Person or Persons for his or their use, or by his or
 their appointment; but unto the proper hands of the said
 C. D. or to such other Person or Persons only and to such
 uses, intents or purposes only, and in such manner
 as by any Writing or Writings to be Subscribed by
 the said C. D. with her own hand in the presence of two
 more Credible Witnesses shall be from time to time de-
 clared, limited and appointed; and from time to time until
 the appointment made and Subscribed as aforesaid by the
 said C. D. they the said G. H. and J. K. and the Survivor
 of

of them his Executors, Administrators and Assigns shall and may retain and keep in their own hands and custody the said yearly Rent or Sum of, &c. and every part thereof, and all Arrearages, &c. and all the Proceed and Profits which shall or may be made thereof until such limitation or appointment shall be thereof made in manner as aforesaid; and for default of such limitation and appointment to be thereof made by the said C. D. as aforesaid

For default of the Wives appointment then what remains in the Trustees hands to be (not for the Husband) in Trust for the next of Kin to the Woman.

the said yearly Rent or Sum or any part thereof in manner as aforesaid, That if and in such cases they the said G. H. and J. K. and the Survivor of them his Executors, Administrators and Assigns shall pay and

dispose of the same yearly Rent, or such part thereof whereof no such appointment is made in manner aforesaid, unto him the said E. F. his Executors, Administrators and Assigns, or to any other Person or Persons to his or their use, or by his or their appointment, but to such other Person or Persons other than the said E. F. who shall have right to Administer as next of Kindred to the said E. F. and to and for none other person, use, intent and purpose whatsoever.

[Covenant that E. F. hath not done nor will do any thing to release the Annuities or Arrears, and that she the said E. F. shall make such separate disposal; and that the said G. H. J. K. and the Survivor of them his Executors, Administrators and Assigns shall and may execute and perform the Trust accordingly without the let, suit, trouble or interruption of him the said E. F. his Executors, Administrators and Assigns.]

[E. F. Covenants not to intermeddle but to permit Persons to whom, &c. to receive, &c. E. F. not to do any thing to the contrary.]

And lastly, it is declared
and agreed by and between
and every the said parties
these Presents that they
the said G.H. and J.K (Tru-

*Trustees to Accompt for no
more than they receive, and to
deduct Charges.*

ees herein before named) and the Survivor of them his
Executors, Administrators and Assignes shall be only
charged and chargable with and accomptable for such Mo-
ney as they shall respectively, actually receive by and out
of the Premisses, and with no more, nor the one for the
other, or with the Receipts or Disbursements the one of
the other, and that they and every of them shall and may
be saved harmless, and deduct to themselves by and out of
the Premisses of and for all such Costs, charges, damages
and expences as they or any or either of them shall bear,
pay, incur, expend or be put unto by reason of the Premis-
ses, or the Trusts thereof herein before declared, or the
execution or management thereof, or in any wise touch-
ing or concerning the same. *In Witness, &c.*

R

J. P. C.

A President of Purchase of Lands, &c.

*Not by Lease & Release as now used
but by way of Deed.*

A Full President of an absolute Purchase of Land
&c. with the usual and necessary Covenants.

This Indenture made the &c. day of, &c. in the
&c. year of the Reign of, &c. Between A. B.
&c. and E. his Wife of the one part, and C. D. of,
and A. H. of, &c. of the other part, Witnesseth that
said A. B. and E. his Wife for and in consideration of
Sum of 500 l. of Lawful Money of England to him
said A. B. in hand paid by the said C. D. at and before
Ensealing and delivery of these Presents, the receipt whereof
of they the said A. B. and E. his Wife do by these Presents
acknowledge and thereof and of every part and part
thereof do release, acquit and discharge the said C. D.
Heirs, Executors and Administrators, and every of them
for ever by these Presents, and for divers other good causes
and considerations them and either of them especially
bearing, Have granted, bargained, sold, Enfeoffed, released,
delivered and confirmed, and by these Presents do, and
either of them doth grant, bargain, sell, enfeoff, release,
deliver and confirm unto the said C. D. (If it be of a Manor)
All that the Mannor of R. with all its Rights and Appurtenances
in the, &c. now or late in the Tenure or Occupation of,
&c. and all and singular Messuages, Granges,
Mills, Tofts, Villages, Curtelages, Dove-houses, Barns,
Buildings, Out-houses, Gardens, Orchards, Lands, Meadows,
Pastures, Feedings, Parks, Commons, Woods, Underwoods,
Rents, Reverfions, Services, and all and singular manner
of Tythes of what kind or nature soever

*Words
of some
for a
Manor*

and also all Fee-farms, Waters, Fishings, Firrs, Heaths, Moors, Marshes, Ways, Waits or void Grounds, Escchears, Rents, Heriots, Courts, Profits of Courts, Court-Leets, Views of Frankpledge, and all things appertaining therunto, Goods and Cattels waived and strayed, Goods and Chattels of Felons, Fugitive and out-law'd Persons, Fines, Mercenments, Liberties, Fairs, Markets, Priviledges, and other Profits, Commodities and advantages in R. aforesaid elsewhere in the said County of, &c. to the said Manors belonging, or in any wise appertaining or accepted, surrendered or taken as part, parcel or member thereof.

If it be of Tythes and Rectory, then thus) All that the Rectory and Parsonage of R. aforesaid, (or, in the County, &c.) and all and every the Tythes of Corn, Grain, Hay, Wheat, Milk, Calf, and other the Tythes both predial and personal whatsoever yearly coming, growing, arising, accruing or increasing within the Town, Parishes, Precinct or Territories of R. aforesaid, and also the Patronage, Gift, free disposition and right of Patronage of the Rectory and Church of R. aforesaid.

If of a Messuage and Lands, then thus) All that Messuage and Premises situate and being in the County of, &c. wherein A. B. now doth dwell inhabit, and all the Houplings or Houses, Buildings, Yards, Foldyards, Outlets, Gardens and Orchards therunto belonging or appertaining, and all the Lands, Meadows, Pastures, Woods and Grounds belonging or appertaining to the same, or any part or parcel thereof, and which are hereafter more particularly mentioned, (that is to say) one Close of Meadow Ground, containing by Estimation, &c. be the same more or less, &c. and let them stand, especially the Freehold Land, &c. And all the Timber, Woods and Underwoods now standing or growing in and upon the said Premises in or upon or any part thereof. And the said A. B. and E. his Wife and Heirs do hereby Considerations aforesaid do further grant, bargain, sell, release and confirm unto the said C. D. his Heirs and Assigns the Reversion and Reversions, Remainder and

R 3

Remain-

Remainders, Rents and Services of all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises with their and every of their Appurtenances hereby granted, bargained, aliened and sold, and released or herein or hereby meant, mentioned or intended to be hereby granted, bargained, aliened, sold and released. And also all the Estate, Right, Title, Interest, Use, Possession, Trust, Claim or Demand whatsoever in Law, and Equity or in Law or Equity of the said *A. B.* and *E* his Wife, either of them of, into or out of the said Messuage, with their and every of their Appurtenances, and of, in and out of every part and parcel thereof. And also all every the Deeds, Charters, Writings, Evidences and Muniments whatsoever touching or in any wise only concerning the said Messuage and Premises, or any part or parcel thereof, and true Copies of all Deeds, Evidences, Writings, Muniments which concern the said Premises, jointly or amongst any other Messuages, Lands or Tenements which they or either of them have or hath in his, her or their custody or possession, or can have or obtain without Suit in Law or Equity, the said Copies to be made written out and examined at the only Costs and Charges of the said *C. D.* his Heirs and Assigns.

To have and to hold the said Messuage or Tenement, Houfings, Out-houses, Buildings, Courts, Yards, gardens, Out-lets, Gardens, Orchards, Meadows, Pastures, Closes, Pastures, Tenements, Hereditaments, and all singular other the Premises hereby granted, aliened, sold, or hereby meant, mentioned or intended to be hereby granted, bargained and sold, with their and every of their Appurtenances unto the said *C. D.* his Heirs and Assigns for ever, to the only proper and absolute use and behoof of the said *C. D.* his Heirs and Assigns for ever. And the said *A. B.* for himself and his Heirs do Covenant and grant to and with the said *C. D.* his Heirs and Assigns by these Presents that he the said *A. B.* and his Heirs all and every the aforementioned to be hereby granted, Messuage, Lands, Tenements and Hereditaments

misses with their and every of their Appurtenances unto the said C. D. his Heirs and Assigns against him the said A. B. his Heirs and Assigns the said E. his Wife and every of them, and against all and every person and persons whatsoever having or lawfully or equitably claiming the same, or which shall or may at any time hereafter have lawfully or equitably claim to have any lawful or equitable Estate, right, title, interest, use, trust, claim or demand of, in, unto or out of the said aforementioned to be hereby granted, Messuage, Lands, Tenements, Here-tenements and Premises, or any part thereof, by, from under or in Trust for the said A. B. and E. his Wife, either of them, or by, from or under the Heirs and Assigns of the said A. B. his, their or any of their Estate, title, means, default, consent or procurement (except hereafter excepted) shall and will warrant, and for defend by these Presents. And the said A. B. doth for himself, his Heirs, Executors, Administrators and Assigns, every of them, doth Covenant, promise, grant and agree to and with the said C. D. his Executors, Administrators and Assigns, and to and with every of them by these Presents in manner and form following, (that is to wit) that he the said A. B. at the time of the Sealing and signing of these Presents is lawfully, rightfully, absolutely and solely seised, (but if the Estate came by the said E. then it must be that they the said A. B. and E. his Wife or one of them is lawfully, rightfully and absolutely seised, &c.) of and in all and every the said aforementioned to be hereby granted, Messuage, Lands, Tenements, Here-tenements and Premises, with every of their Appurtenances of a good, sure, firm, perfect and absolute Estate in Fee-simple unto and unto the use of him, his Heirs and Assigns for ever without any manner of Reversion, power of Revocation, Limitation of use or Trust, or other matter or thing whatsoever to alter, change, incumber, impeach, determine or make void the same, and also that at and immediately before the Sealing and executing of these Presents he the said

A. B. is the true and lawful owner and proprietor of and singular the said hereby granted or mentioned, or intended to be hereby granted Premises with their and every of their Appurtenances, and that he hath in himself right and absolute and lawful power and authority to grant, bargain, sell, alien, release and confirm the said forementioned to be hereby granted, Messuage, Land Tenements, Hereditaments and Premises with their every of their Appurtenances unto the said *C. D.* his Heirs Assigns in manner and form aforesaid. And the said *A.* for himself and the said *E.* his Wife, his Heirs, Executors Administrators, do Covenant in manner and form following, that is to say, that they the said *A. B.* and *E.* Wife, shall and will at the proper Costs and Charges by the Law of the said *C. D.* his Heirs and Assigns on his side and before the end of *Trinity* Term next ensuing the date of these Presents before the Justices of our said reign Lady Queen *Anne*, as of, his or their Court of *mon-Pleas* at *Westminster*, or before other Persons there lawfully Authorized, acknowledge and levy in due form of Law one *fine sur conusance de droit come ceo*, &c. being ingrossed, recorded and sued forth with Proclamation according to the Laws and Statutes of this Realm in such Cases made and provided, and according to the usual manner of Fines in such Cases used and accustomed unto the said *C. D.* and his Heirs of all the said Messuage, Land Tenements, Hereditaments and Premises whatsoever by granted or mentioned to be granted, and of every part and parcel thereof with their and every of their Appurtenances by such Name or Names, Quantity, Qualities, number of Acres, and other certainties, in such manner and form as by the said *C. D.* his Heirs Assigns, his or their Counsel Learned in the Law shall reasonably be advised or required. And it is agreed between all the said Parties to these Presents that the said intended Fine shall be and enure, and shall be adjudged and taken to be and enure to the only and lawful use and behoof of the said *C. D.* his Heirs and

and to and for none other use, intent or purpose whatsoever. And further that the said C. D. his Heirs and Assigns, Farmers and Tenants, and every of them by vertue of these Presents, and if the said intended Fine shall or lawfully may from time to time and at all and every time and times for ever hereafter freely, quietly and peaceably have, hold, occupy, possess and enjoy all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises hereby granted or mentioned or intended to be granted, and every part and parcel thereof with all and singular their and every of their Appurtenances, and all and every the Rents, Issues, Revenues and Profits thereof, and of every part and parcel thereof, coming, arising and growing, have, receive, perceive and take to his and their own use and behoof without any manner of Lett, Suit, Trouble, vexation, eviction, disturbances, or other hindrances or molestation whatsoever of the said A. B. and E. Wife, or either of them, his Heirs or Assigns, or of any other Person or Persons whatsoever, any thing having lawfully claiming to have in and to and out of the said Premises or any part or parcel thereof, by, from or under the said C. D. or E. D. late Father of the said D. or any other of the Ancestors of the said C. D. or any of them other than of the Persons and Lessees whose Estates and Interests are hereafter in these Presents excepted for in respect only of the said Estates and Interests so excepted, and not otherwise. And also that the said Messuage, Lands, Tenement, Hereditaments, and all and singular the Premises hereby granted or mentioned or intended to be hereby granted as aforesaid, and every part and parcel thereof with all and singular their and every of their Appurtenances now are and from henceforth for ever hereafter shall remain, continue, and be unto the said C. D. his Heirs and Assigns free and clear, and freely and clearly acquitted, freed, exonerated and discharged, or otherwise at reasonable request, well and sufficiently saved harmless and kept indemnified of and from all and all manner former and other Bargains, Sales, Gifts, Grants, Feoffment,

ment, Devises, Uses, Mortgages, Joyntures, Dowers, the right and title of Dower of the said *E. Wife* of the said *C. D.* Intails, Estates, Leases, Rights, Titles, Rents, Rent charge, Rents-seck, Arrears of Rents, Issues, Fines, Post-fines, Seisures and Amerciaments, Debts, Duties, Judgments, Executions, Recognizances, Statutes Merchant, and of the Staple, and all Debts of Record, Extents, Deliberates, Sequestrations, Decrees, Titles, Troubles, Forfeitures and Incumbrances whatsoever, had, made, committed, done, knownedged or suffered, or caused or procured to be made, committed, done, knownedged, suffered or executed by the said *A. B.* his Heirs and Assigns, or by any of the Ancestors of the said *C. D.* or by any other Person or Persons whatsoever lawfully claiming by, from or under him or the said *C. D.* or any of them, or that shall or may hereafter so claim any lawful or equitable Estate, Right, Title, Interest, trust, claim or demand whatsoever of, in, to or out of the said Premises, or any part thereof, by, from or under him, them, or any of them, their, or any of their means, consent, act, privity, knowledge, or procurement. One Lease Indented bearing date, &c. made by the said *A. B.* unto one *O. O.* for the term of years to commence from, &c. of, and in a certain Close called, &c. parcel of the said hereby granted Premises, at and under the yearly Rent of, &c. payable on such days and times as are therein mentioned. Which Rent of, &c. shall continue and become due and payable to the said *C. D.* his Heirs and Assigns during the term.

And further the said *A. B.* for himself and the said his Wife, and for his Heirs, Executors and Administrators doth Covenant and grant to and with the said *C. D.* his Heirs and Assigns and every of them by these Presents That he the said *A. B.* and *E. his Wife*, and the Heirs and Assigns of the said *A. B.* and all and every other Person and Persons whatsoever having or lawfully claiming have, or which shall or may at any time or times thereafter have or lawfully claim to have any Estate, Right

or Interest of, in, or to the Premisses hereby granted
 or mentioned to be granted, or of, in, or to any part or
 parcel thereof, by, from or under the said *A. B.* or any of
 the Ancestors of the said *A. B.* other than the Persons and
 Lessees whose Estates and Interests are before excepted for
 and in respect only of the Estates and Interests so ex-
 cepted, shall and will from time to time and at all and
 every time and times hereafter within the space of seven
 years next ensuing the date of this present Indenture at
 and upon the reasonable request and proper Costs and
 Charges in the Law of the said *A. B.* his Heirs and Assigns,
 or some of them, do, make, levy, execute, acknowledge
 and suffer and cause to be done, made, levied, acknowledg-
 ed, executed and suffered all and every such further and
 other reasonable act and acts, thing and things, devise and
 devises, assurances and Conveyances in the Law wharso-
 ever, for the farther, better and more perfect assurance
 sumitting, conveying of the said Messuage or Tenement,
 Lands, Tenements, Hereditaments, and all and singular
 other the Premisses hereby granted or mentioned to be
 granted, or any of them, and of every or any part or
 parcel thereof, with all and singular their and every of
 their Appurtenances unto the said *C. D.* his Heirs and
 Assigns, be it by Fine or Fines, Feoffment or Feoffments,
 Deed or Deeds Indented, or Poll, Enrolled or not Enrolled,
 Common Recovery, with single double or treble Voucher
 or Vouchers, Release or Confirmation, and by all or every
 any of the said ways or means, or by any other ways
 and means whatsoever, as by the said *C. D.* his Heirs and
 Assigns his or their Council Learned in the Law shall be
 reasonably devised, advised or required, so as the said far-
 ther Assurance so to be made or any of them do not nor
 shall contain any farther or other Warranty or Covenants
 than are herein in these Presents contained, and so as for
 the willing, knowing and executing of such farther Con-
 veyances and Assurances, or any of them the Persons that
 shall be required to make or execute the same be not com-
 pelled nor compellable to travel above the space of 20 Miles
 from

from his, her or their place of Residence or abode at the time of such request to be made for the doing and executing thereof. And it is hereby Covenanted, concluded, granted and agreed by and between the said parties to these Presents, and their Heirs, That the said intended Fine above mentioned, and all and singular other Fine and Fines, Common Recoveries, and further Assurances and Conveyances whatsoever herein before Covenanted to be made done, levied, executed or acknowledged, and every of them, and all and every other Fine and Fines, Recoveries and Recoveries, and other Assurance and Assurances whatsoever of the said Premises hereby granted or mentioned to be granted, and every or any part or parcel thereof hereafter to be had, made, levied, executed or acknowledged between the said Parties to these Presents, or any of them, or whereunto they or any of them shall be parties shall be and enure and shall be construed, judged, deemed and taken to be and enure; and that all and every Person and Persons which now stand and be seised, which shall at any time or times hereafter stand and be seised of the said Premises hereby granted or mentioned to be granted, or any part or parcel thereof shall stand and be seised thereof, and of every part and parcel thereof, to the only proper use and behoof of the said C. D. his Heirs and Assigns for ever and to none other use, intent or purpose whatsoever.

And for the better execution of these Presents the said A. B. hath constituted, and in his place and stead put by these Presents doth constitute and in his stead and place put the said A. A. his true and lawful Attorney for him in his name, place and stead to enter into the said Messuages or Tenement, Lands, Tenements and Hereditaments, and all and singular other the Premises hereby granted or mentioned to be granted, or any part or parcel thereof in the name of the whole and quiet possession and seisin thereof, and of every part and parcel thereof, or of any part or parcel thereof, in the name of the whole for and in the name of the said A. B. to have and take, and after

Presidents, &c.

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Entry had and made, and possession and seisin so had and taken as afore said to deliver quiet possession and seisin thereof, and of every part and parcel thereof, or of any part and parcel thereof in the name of the whole unto the said C. D. or to his certain Attorney or Attorneys in that behalf lawfully authorized to take and receive the same: To be had and held according to the tenor, form and effect of these Presents. *In Witness, &c.*

General

General Conviyances.

A Deed of Settlement.

This Indenture Tripartite made, &c. Between J. B. of, &c. and Sir W. B. of, &c. of the first part, W. B. of, &c. Second Son of the said Sir W. B. and E. D. one of the Daughters of Sir E. D. of the Second part. And the said Sir E. D. and J. D. Son and Heir Apparent of the said Sir E. D. of the third part. *Whereas*, a Marriage by the Grace of God is intended, and agreed upon to be shortly had and Solemnized between the said W. B. and Eliz. D. And *Whereas* for the better executing of Estates agreed to be settled on the said intended Marriage, the said Sir J. B. and Sir W. B. by Indenture bearing date, the day before the date hereof, have bargained and sold unto the said Sir E. D. and J. D. all that Mannor or Mannors, or reputed Mannor or Mannors of W. in, &c. And all and singular other the Mannors, Lands, Tenements and Hereditaments herein after Mentioned, for the Term of one whole Year from the day before the Date thereof to the Intent that by Vertue thereof, and of the Statute for transferring uses in to Possession, the said Sir E. D. and J. D. might be in actual possession of the Premisses, and be enabled to accept a Grant of the Reversion and Inheritance thereof to them and their Heirs to the uses to be thereof declared. As by the said Indenture relation being thereunto had may appear. Now this Indenture Witnesseth, That in Consideration of the said intended Marriage, and of the Sum of 3500 l. of, &c. by the said Sir E. D. to the said Sir J. B. and Sir W. B. paid and secured to be paid and of the Sum of, &c. more of like Money to the said W. B. in hand paid by the said Sir E. D. which said several Sums of, &c. are for the Marriage Portion of the said E. D. and for a Provision for the present

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Maintenance and Support of the said *W. B.* and *Eliz.* and for a Joynture for the said *Eliz.* for her Life in Recompence and Satisfaction of all Dower and Thirds at the Common Law, which she may have or Claim in the Lands of the said *W. B.* in Case the said Marriage take effect, and what she survive the said *W. B.* for settling and Assuring the Mannors, Capital Messuages, and all and singular the Lands, Tenements and Hereditaments herein after mentioned to the Several and Respective uses upon the Trusts and under the Provisoes herein after declared and mentioned, and for divers other good causes and considerations the said Sir *J. B.* and Sir *W. B.* thereunto moving. They the said Sir *J. B.* and Sir *W. B.* have granted, Leased, Aliened and Confirmed, and by these Presents do Grant, Lease, Alien and Confirm to the said Sir *E. D.* and *J. D.* in their Actual possession now being by virtue of the said **Inden-** ture of Bargain and Sale for the Term of one whole year, and of the Statute for transferring uses into possession, All that the Mannor or Mannors, Messuages, reputed Mannor or Mannors, &c. And the Reversion and Reversions, Remainder and Remainders of all and singular the said Mannor and Mannors, Messuages, Tenements, Hereditaments and Premisses whatsoever. And all the Estate and Estates, Parts, Purparts and Moieties, and all the Right, Title, Interest, Claim and Demand whatsoever of them the said Sir *J. B.* and Sir *W. B.* or either of them of in and to the said Mannor or Mannors, Messuages, Tenements, Hereditaments and Premisses, every or any of them, or of, in, or unto any part or parcel thereof. **To have and to hold** The said Mannor and Mannors, with their and every of their Appurtenances unto the said Sir *E. D.* and Sir *W. B.* and their Heirs to the Several and Respective uses, upon the Trusts and under the Provisoes and Agreements herein after declared and contained, (that is to say) as to one moiety of the said Mannor, &c. to the use of the said Sir *J. B.* and his Heirs until the said intended Marriage shall be had and Solemnized. And as to the other Moiety, &c. to the use of the said Sir *W. B.* and his Heirs until the said intended

tended Marriage shall be had and Solemnized, and from and after the Solemnization of the said intended Marriage as to, for and concerning the said Mannor or Mannors, and whatsoever to the Premisses last mentioned any or either of them shall be belonging or reputed, deemed or taken to be part or enjoyed therewith as part, parcel or Member thereof, to the use of the said *W. B.* for and during the Term of 99 years, if the said *W. B.* shall so long Live without Impeachment of or for any manner of Waste, and with free Liberty to commit Waste; and after the expiration or other sooner determination of the said Term of 99 years, to the use of the said *Sir E. D.* and *J. D.* and their Heirs for and during the Life of the said *W. B.* upon Trust to support the Contingent uses and Estates herein after limited from being destroyed. And for that purpose to make Entries as occasion shall require. But nevertheless upon Trust to permit the said *W. B.* to receive and take the Rents and Profits thereof, during his Life, and after the Decease of the said *W. B.* to the use of the said *Eliz. D.* for the term of her Life, for her Joynture, and in full Recompence of her Dower and Thirds at the Common Law which she shall or may claim in any the Lands, Tenements or Hereditamentt of the said *W. B.* And after the several Deceases of the said *W. B.* and *Eliz. D.* to the use of the first Son of the Body of the said *W. B.* on the Body of the said *Eliz. D.* to be begotten, and the Heirs Male of the Body of such first Son Issuing, and for default of such Issue, to the use of the second Son, and all and every other the Sons and Sons of the Body of the said *W. B.* on the Body of the said *Eliz. D.* to be begotten severally and respectively one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and of the several and respective Heirs Males of the Body or Bodies of all and every such Son and Sons Issuing, the Eldest of such Sons and the Heirs Males of his Body Issuing, being always preferred before the younger of such Sons, and the Heirs Males of his Body Issuing, being always preferred before the younger of such Sons, and the Heirs Male of his

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their Bodies Issuing, and for default of such Issue, to the use of the said Sir E. D. and J. D. their Executors and Administrators, for and during the Term of 500 years upon the Trust, and under the Proviso herein after expressed and declared. And after the expiration or other determination of the said Term of 500 years to the use of the said W. B. and the Heirs Male of his Body lawfully to be Begotten, and for default of such Issue, to the use of the said W. B. his Heirs and Assigns for ever. And as touching the said several and respective Estates and Terms of 500 years herein before Limited, unto the said Sir E. D. and J. D. It is declared that the same are Limited unto them upon the Trusts, and to the Intents and purposes herein after expressed, (that is to say) upon Trust that in Case there shall be no Issue Male of the Body of the said W. B. Begotten on the Body of the said Eliz. D. or if the Issue between them shall happen to die without Issue Male before he or they attain the Age of One and Twenty years, and that there shall be Issue between the said W. B. and E. D. one or more Daughter or Daughters, shall have the Respective Portions and Sums of Money herein after Expressed (that is to say) if there shall be but one Daughter only, and no more; then such only Daughter to have the Sum of 4000 *l.* for her portion. And if there shall be two such Daughters then the said two Daughters to have the several Sums of 2000 *l.* apiece for their Portions: or if there shall be three or more Daughters to have the Sum of 9000 *l.* for their Portions to be Equally divided amongst them in share and proportion alike, the said Portions to be paid by the said Sir E. D. and J. D. their Executors and Administrators out of the Rents and Profits of the Premises limited to them, for the said several Terms of 500 years as aforesaid, or by Lease or Leases, Sale or Sales thereof, or of any part or parts thereof. And to be payable unto the said Daughter and Daughters at her and their Respective Ages of Eighteen years, or days of Marriage (such Marriage being after their Respective Ages of

of Sixteen years) which shall first happen. And in the meantime until the said Portions shall be payable the said Daughter and Daughters to be allowed out of the Rents and Profits of the said Premises, the yearly Sum and Sums of, &c. apiece for her or their Maintenances, and after the said Portions and Maintenance shall be raised and paid, or in Case the said *W. B.* shall not have any Issue Female by him begotten on the Body of the said *Eliz. D.* or if such Issue Female shall all happen to die before any of the said Portions shall become payable, then the several Estates and Terms of 300 years in the Premises, or so much thereof as shall remain unfold, to go with and Attend the Reversion and Inheritance of the Premises immediately Expectant upon the said several Terms. According to the Uses and Estates thereof herein before Limited. *In Witness*
&c.

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Grant of a Rent-charge and Settlement.

This Indenture, &c. Between *W. Smith* of, &c. and *G. his Wife* of the one part, and *R. Avery* of, &c. and *John Smith* Son and Heir apparent of the said *W.* and *Grace* of the other part. Witnesseth, that the said *W. S.* and *G. his Wife*, for and in consideration of the sum of 300 *l.* &c. by the said *John S.* to the said *W.* and secured and satisfied at the time of the Sealing and delivery hereof, the Receipt whereof they do hereby acknowledge, and to the intent and purpose that the Messuage, &c. hereafter granted may be subject to the several yearly Rents with Distress for the same, and either of them in such manner as hereafter is limited and expressed; have remised, released, and perpetually and absolutely claimed and confirmed, and by these Presents do devise, &c. unto the said *R. A.* in his actual Possession and now being, &c. and to the Heirs and Assigns of the said *Richard All* that, &c. To have and to hold the said, &c. unto the said *R. A.* his Heirs and Assigns for ever, upon special Trust and confidence that the said *R. A.* his Heirs and Assigns shall stand seised of the same Messuage, &c. to the use, intent and purpose that the said *W. S.* and *G. his Wife* may yearly from and after the making thereof for and during their joynt Lives, and no longer receive, receive, have, take and enjoy one yearly Rent or sum of 30 *l. per annum*, of Lawful, &c. to be issuing, going and payable out of the said Messuage, &c. and all other the aforesaid Premises at two days in the year, (that is to

say) the 25th day of *March*, and the 29th day of *September* by two even or equal Portions: And that in default of payment thereof at the days of payment aforesaid contrary to the true intent and meaning of these Presents, Then and so often it shall and may be lawful to and for the said *W. S.* and *G.* his Wife, or their Assignee or Assignes upon every such default during the Joynt Lives of the said *W.* and *G.* and no longer into the said Messuage &c. and other the Premises to enter and distrain for the said yearly Rent of 30 *l.* or for any part thereof, and for the Arrears thereof (if any shall be) and the Distress and Distresses there taken and had, to lead, drive, take and carry away, impound, detain and keep until the said *W.* and *G.* his Wife of the said yearly Rent of 30 *l.* and the Arrears thereof be fully satisfied and paid. But upon death of either of them the said *W.* or *G.* which shall first happen the said yearly Rent of 30 *l.* and the Distress for the same as before Limited immediately thereupon and from henceforth shall determine and cease to all intents and purposes whatsoever. And upon further Trust and Confidence that the said *R. A.* his Heirs and Assigns immediately from and after the death of the said *W. S.* and *G.* his Wife, which shall first happen shall stand seised of the said Messuage, &c. to the use, intent or purpose of the Survivor of them the said *W. S.* and *G.* his Wife and may yearly from and after the death of either of the said *W.* or *G.* which shall first happen for and during all the then rest and residue of the natural life of the Survivor of them perceive, receive, have, take and enjoy yearly Rent or Sum of 20 *l.* per Annum of Lawful, &c. be issuing, going and payable out of the said Messuage at two days in the year, (that is to say) the 25th of *March* and 29th of *September* by two even and equal Portions the first payment thereof to begin and be made at such the same two days of payment which shall first happen after the death of him or her which of them the said *W.* or *G.* shall first depart this life. And that in default of payment thereof at the same two days of pay

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contrary to the true meaning of these Presents, that then and so often it shall and may be lawful to and for the Survivor of them the said *W.* and *G.* into the said Messuage, &c. to enter and distrain for the said yearly Rent of 20 *l. per Annum*, or any part thereof, and the Arrearages thereof (if any shall be) and the Distress and Distresses there taken to lead, drive, take and carry away, impound, detain and keep until the said Survivor of them the said *W.* and *G.* of the said yearly Rent or Sum of 20 *l.* and of the Arrearages thereof (if any shall be) be fully satisfied and paid. And as touching and concerning the said Messuage, &c. and all and singular other the Premises in Trust and Confidence, and to the intent and purpose of the said *R. A.* his Heirs and Assigns shall stand seised thereof and of every part thereof (charged and chargeable nevertheless with the said several Rents of 30 *l. per Annum* and 20 *l. per Annum* with Distress for the same several Rents respectively in manner as above expressed and declared) to the use of the said *J. S.* his Heirs and Assigns for ever. Warranty from *W.* against him and *G.* his Wife. And the said *W. S.* for himself and the said *G.* his Wife and for the Heirs, Executors and Administrators of the said *W.* and every of them doth Covenant and grant with the said *R. A.* his Heirs and Assigns, and every of them, by these Presents that the said *R. A.* his Heirs and Assigns and every of them upon the Premises and Confidences, and to the uses, intent and purpose aforesaid shall and may at all times hereafter peaceably and quietly have, hold and enjoy, &c. and receive and take the Rents, Issues and Profits thereof, and of every part thereof without any the Lett, &c. of the said *W. S.* and his Wife, or either of them, their, or either of their Heirs, or any other Person or Persons claiming or to claim from or under her or either of them. And also that the said *W. S.* and *G.* his Wife, and either of them, their Heirs, and all and every other Person of whom claiming or to claim from, by or under them or

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either of them shall and will at all and every time and times hereafter at every the reasonable Requests, Costs and Charges of the said J. S. his Heirs or Assigns make, do, &c. and cause to be made, done, &c. all and every such further and other Act and Acts, Things and Devices, Conveyance and Assurance for the further, better, more perfect conveying, assuring or fore making of all and singular the above mentioned or intended to be Released Premises, every or any part or parcel thereof unto the said R. A. his Heirs and Assigns upon the Trusts and Conduces, and to and for the uses, intents and purposes also said as by the said R. A. and J. S. or either of them their or either of their Heirs or Assigns, or Counsel Learned, shall be devised or advised and required. *Witness, &c.*

A Declaration in Trust.

T D all People to whom this present Writing come: I R. B. of &c. Gent. send Greeting. Where J. B. of &c. by Deed of Sale, or Writing under his Hand and Seal, bearing Date the day of, &c. being the day before the Date hereof, hath bargained, sold, transferred and set over unto me the said R. B. one equal 16th part of the New Ship, or Vessel, called the, &c. of the Burthen of, &c. or thereabouts; now riding at Anchor in the River of Thames; and also one Equal 16th part of all singular the Masts, Sails, Sail-Yards, Anchors, Ropes, Cords, Boats, Oars, Ordnances, Guns, Gunner, Shot, Tackle, Apparel, Ammunition, Furniture, Appurtenances whatsoever, to the said Ship or Vessel belonging, or in any wise appertaining, **To have and hold,** The said Equal 16th part of the said Ship, and other the Premises in, and by the said Deed or Writing mentioned, or intended to be granted, transferred or set over, and every part thereof unto me, the said R. B. my Executors, Administrators and Assigns for ever,

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the said Writing or Deed of Sale, more fully and largely appeareth. **Now know ye**, That I the said R. B. do hereby declare, That the said Writing, or Deed of Sale, of the Premises before mentioned, is made to me only in Trust and for the only use benefit and behoof of the said J. B. his Executors, Administrators and Assigns. And that I the said R. B. paid no Money or other Consideration for the same; But that the same Equal 16th part of the said Ship or Vessel, and all other the Premises in and by the said Deed of Sale mentioned, to be to me granted are the proper Goods and Chattels of the said J. B. his Executors, Administrators and Assigns, for and notwithstanding the said Writing or Deed of Sale to me made as aforesaid, and are to be and remain to and for the only proper use, benefit and behoof of the said J. B. his Executors, Administrators and Assigns. And I the said R. B. do hereby deny and disclaim the having any Right, Title, Interest, Property, Claim or Demand, of, in, or to the said Sixteenth part of the said Ship or Vessel, and other the Premises in and by the said Writing or Deed of Sale to me granted as aforesaid, otherwise than in Trust as aforesaid, to and for the use, benefit and, behoof of the said J. B. his Executors, Administrators and Assigns as aforesaid. *In Witness, &c.*

A Declaration in Trust.

T All People to whom this present Writing shall come. H. T. of, &c. sendeth Greetings, *Whereas* R. of, &c. by his Indenture of Assignment bearing date the day before the date hereof, for and in Consideration of the Sum of, &c. to him the said R. W. in hand paid, hath granted, Bargained, Sold, Assigned and set over unto the said H. T. one Indenture of Lease, bearing date the, &c. in the, &c. year of Her now Majesty's Reign, by which said Indenture of Lease T. J. and, &c. of, &c. Have Demised, granted, and to Farm-letten unto the said R. W. all that, &c. and for the Considerations therein Mentioned,

ed, have Demised, Leased, and to Farm-letten unto said R. W. all those Messuages, &c. to be built by him said R. W. in the place and stead of the four other Messuages, lately burnt and consumed by the late Terrible Fire in and on the Ground whereon the same formerly stood situate, &c. with other the Premisses in and by the said Indenture of Lease demised for the Term of, &c. **To hold** the said Indenture of Lease, and all and singular the Messuages or Tenements, and Premisses there demised, and all the Estate, Right, Title, Interest, term and terms of years yet to come and unexpired, Claim and demand whatsoever of him the said R. W. of, in, or to same or any part thereof from the day of the date of said Indenture of Assignment, for and during all the Term and Residue of the said several terms of years, in and the said two several Indentures of Lease, Granted, and to in to come and unexpired, with Proviso or Condition in the said Indenture of Assignment, That if the said R. W. his Heirs, Executors or Administrators, or any of them well and truly pay or cause to be paid unto the said R. W. his Executors, Administrators or Assigns, the full Sum of, &c. of Lawful Money of England, on the day of, which shall be in the year of, &c. that then the said Indenture of Assignment, to Cease, Determine, and be utterly void, and the same to be delivered up to be Cancelled. And the said Indentures of Lease, to be redelivered unto said R. W. his Executors and Administrators, safe, soe fair and uncanceled, as by the said Indenture of Assignment at large appeareth, **Now know ye**, That the M. T. hath declared and doth hereby declare, that the money lent upon the said Mortgage and every part thereof the Portion and proper Moneys of M. O. of, &c. Deceased. And that the Name of the said M. O. is only used in Trust, to and for the use of the M. O. and not otherwise, and that all the Moneys, profit benefit and advantage whatsoever, to be due accruing growing upon or by virtue of the said Indenture of Assignment, Clearly and Solely belongeth and appertaineth

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unto the said M. O. And the said H. T. for himself, his Executors and Administrators, doth hereby Covenant and promise to and with the said M. O. and her Executors and Administrators, that he the said H. T. and his Executors and Administrators, shall and will upon the reasonable request made at the Cost and Charges of the said M. O. her Executors or Administrators, Convey and Assign the said Indenture of Assignment, and all his and their Right, Title, Interest, Claim and Demand whatsoever thereunto, or to the assigned Premises therein mentioned unto the said M. O. her Executors, Administrators or Assigns, or to such other Person or Persons, as she or they shall nominate and appoint. *In Witness, &c.*

A Discharge for Rent.

Received the day and year above written of C. D. of, &c. for his years Rent, due at the Nativity of our belled Lord and Saviour Christ Jesus, last past, the Full whole and Just of, &c. for Houses and Lands in the County of, &c.

By me

A. B.

A Defeazance.

This Indenture made, &c. Between J. P. of, &c. of the one part, and H. C. of the other part, whereas the said J. P. by his Recognizance in the Nature of a Statute Scaple, bearing even date with these Presents, made and acknowledged, before, &c. Lord Chief Justice of His Majesties Court of *Kings Bench at Westminster* is, and doth stand bound, to the said H. C. in the Sum of, &c. And whereas the said J. P. together with A. C. of, &c. and of, &c. stand bound to the said H. C. in and by one obligation bearing date also with these Presents conditional for the payment of the Sum of, &c. being the same Sum intended

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intended to be secured by the said Recognizance on the, &c. day of, &c. next ensuing the date thereof, at or in the, &c. as in and by the said Recognizance or Statute Staple and Obligations and Conditions thereof, may appear. Now this Indenture Witnesseth, and the said H. C. is contented and well pleased, and doth for himself, his Heirs, Executors and Administrators, Covenant and promise, That the said J. P. his Heirs, Executors and Administrators, or any of them, shall and do well and truly pay or cause to be paid unto the said H. C. his Executors, Administrators or Assigns, the said Sum of, &c. on the said, &c. day of, &c. at or in the said, &c. According to the said Condition of the said Obligation, that then the said Recognizance or Statute, to be void and of none Effect, or else to remain, and be in full Force and Virtue.

*Defeazance of a Statute for Performing of
a Covenant.*

This Indenture, &c. Between E. F. of the one part and G. H. of the other part, whereas in and by the said Recognizance in the nature of a Statute Staple, bearing even date with these Presents taken and acknowledged before, &c. the said G. H. is and standeth bound unto the said E. F. in the Sum of, &c. payable; as by the said Recognizance may at large appear. Now this Indenture Witnesseth, That it is nevertheless Covenanted, Conditioned and agreed by and between the said parties to these Presents, and the said E. F. for him and his Heirs, Executors and Administrators, doth Covenant, promise and agree, and with the said G. H. his Heirs and Assigns by these Presents, that if the said G. H. his Heirs, Executors and Administrators, and every of them, do and shall well and truly pay, perform, observe, fulfill and keep all and every the Payments, Covenants, Conditions and Agreements which on his and their parts and behalf, are and ought to be paid, observed, performed, fulfilled and kept, contain-

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in one Indenture bearing date, &c. and made or mentioned to be made, between the said E. F. of the one part, and the said G. H. of the other part, and that in all things according to the true intent and meaning of the same Indenture, then and at all times from henceforth the said Recognizance or Statute Staple shall be void and of none Effect, and shall be delivered up, to be at the Costs and Charges of the said G. H. his Heirs, and Assigns vacated on Record. In Witness, &c.

A Defeazance upon a Judgment with a Release of Errors.

This Indenture made, &c. Between E. F. of, &c. of the one part, and G. H. of, &c. of the other part, &c. That whereas the said E. F. in this present, &c. Term hath recovered a Judgment against the said G. H. in the Court of Common Bench at Westminster, for 200 l. Debt, besides Costs of Suit as by the Record thereof remaining in the said Court more at large it may and doth appear. Nevertheless the said E. F. is contented and pleaded, and by these presents doth Covenant and grant for him his Executors and Administrators, to and with the said G. H. his Heirs, Executors, Administrators and Assigns, that if the said G. H. his Heirs, Executors, Administrators or Assigns, or any of them do and shall well and truly pay, or cause to be paid unto the said E. F. his Executors, Administrators or Assigns, the full Sum of, &c. of Lawful Money of England, on the day of, &c. which shall be in the, &c. that when be the said E. F. his Executors, Administrators and Assigns, shall and will upon reasonable request, and at the Costs and Charges of the said G. H. his Executors or Assigns, acknowledge or cause to be acknowledged satisfaction upon Record of and for the said Judgment and the Debt and Damages thereby recovered, and shall not, nor will not take, or cause to be taken out any Execution or Executions, upon the said Judgment against the said G. H. his Heirs, Executors,

Executor or Administrators, or any of them, or against his or their Goods, Chattels, Lands or Tenements whatsoever, or wheresoever. And the said G. H. hath Remitted, Released, and for ever quit claimed, and by these Presents for him, his Executors and Administrators, doth Remise, Release, and for ever quit Claim unto the said E. his Executors, Administrators and Assigns, all and all manner of Errors, Cause and Causes of Error, Jeofails and Demands whatsoever, for or by reason of the said Judgment, or for or by reason of any Entries or Proceedings thereupon or relating thereunto. *In Witness, &c.*

A Defeazance upon a Statute Staple, for payment of Money.

This Indenture made, &c. Between, &c. Witnesseth, That whereas A. B. and C. D. by one Recognizance in the nature of a Statute Staple bearing date, &c. are become bound unto the said E. F. in the Sum of, &c. of Lawful Money, &c. and payable as by the said Recognizance or Statute Staple more at large appeareth. Nevertheless, &c. By and between, &c. and the said E. is contented and pleased, and for himself his Executors and Administrators, doth Covenant and agree, to and with the said A. B. and C. D. their Executors, Administrators and Assigns, by these Presents, that if the said A. B. and C. D. their Heirs, Executors, Administrators or Assigns, or any of them do and shall well and truly pay or cause to be paid unto the said E. F. his Executors, Administrators or Assigns the Sum of, &c. of Lawful Money of England, on the, &c. day of, &c. next ensuing, &c. that then the said Statute Staple shall be utterly Void, Frustrate and of none Effect or else to stand and remain in full force and vertue. *In Witness whereof, &c.*

A Deafeazance upon Recognizance with a Condition to perform Covenants.

This Indenture made the, &c. day of, &c. Between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part: *Witnesseth*, That whereas the said *C. D.* standeth bound to the said *A. B.* in and by one Recognizance bearing date, &c. and Inrolled in the Queens Majesties High Court of *Chancery* in the Sum of 4000 *l.* of good and lawful Money of *England*, to be paid to the said *A. B.* at the day limited and expressed in the said rat'd Recognizance as by the said Recognizance relation being thereunto had more at large appeareth. Now the said *A. B.* for himself, his Executors, Administrators and Assigns doth Covenant, grant and agree to and with the said *C. D.* his Heirs, Executors and Administrators that of the said *C. D.* his Heirs, Executors and Administrators shall and do well and truly observe, perform, pay, fulfill and keep all and singular Covenants, Grants, Articles, Payments and Agreements comprised and specified in one pair of Indentures bearing date, &c. and made between the said *A.* of the one part, and the said *C. D.* of the other part, which on the part of the said *C. D.* his Heirs, Executors or Administrators he and ought to be observed, performed, paid, fulfilled and kept according to the true intent and meaning of the said Indentures, and of all the parties thereunto: Then the said Recognizance shall be utterly void and of none effect, or else to stand and be in full force and virtue.

A Defearance of a Statute acknowledged before the Lord Chief Justice of the Common-Pleas for saving harmless from being bound in several Bonds, and Covenant from the Conusees to deliver in the Statute when all the Payments are satisfied, and the Conusees Covenant not to discharge the Statute without Consent.

This Indenture Tripartite made the, &c. Between *A. B.* of, &c. of the first part *C. D.* of, &c. of the second part, and *E. F.* of the third part: *Whereas* the said *C. D.* and *E. F.* together with the said *A. B.* stand joyntly and severally bound to *O. O.* of, &c. in and by four several Obligations the penalties of each of the said Obligations being several of 50 *l.* of Lawful Money of *England*, and every of them conditioned for the payment of a several Sum of 25 *l.* of like Money to be paid at, &c. at such days and times as by the said several Obligations all bearing date 28th day of *May* now last past, by the said several Obligations with their several Conditions underneath them severally written more plainly may appear. And whereas also the said *E. F.* is become bound to the said *A. B.* and *C. D.* in and by one Recognizance or Statute Staple bearing date the 10th day of *June* now last past made according to the form of the Statute in that behalf made and provided for the recovery of Debts, acknowledged and Sealed before *Sir Orlando Bridgman* Knight, Lord Chief Justice of the Court of *Common-Pleas* at *Westminster* in the Sum of 200 *l.* of, &c. payable as by the said Recognizance or Statute Staple doth more fully appear. Nevertheless the said *A.* and *C.* for themselves and their several Heirs, Executors, Administrators and Assigns do covenant, promise and grant to and with the said *E. F.* Heirs, Executors and Administrators that if the said *E.*

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his Heirs, Executors and Administrators, or any of them shall and do from time to time and at all times hereafter requir, discharge, exonerate, and well and sufficiently save harmless and keep Indemnified the said A. and C. their Heirs, Executors, Administrators and Assigns, and every of them and all their Lands, Tenements, Goods and Chattels against the said O. O. his Executors and Administrators of, for and concerning the said several recited Obligations, and each of them, and all and singular Sum and Sums of Money in them, and every of them contained, and also of and from all and all manner of Actions, Suits, Costs, Damages, Judgments, Executions and Demands whatsoever which at any time or times hereafter shall lawfully come, arise or grow to or against the said A. & C. or any of them, or the Heirs, Executors, Administrators or Assigns, or any of them, by reason or means of the said Obligations, or any of them, or else within the space of twenty days next after request in that behalf to be made by the said A. and C. or any of them, or the Heirs or Administrators of them, or any of them to the said E. F. his Executors, Administrators or Assigns, do fully and sufficiently satisfy and recompence to the said A. and C. their Executors, Administrators and Assigns, and to every of them all and singular such Losses, Charges, Costs and Damages as the said A. and C. or either of them or the Heirs, Executors and Assigns of them or either of them shall sustain and suffer by reason of the said recited Obligations, or any of them, then the aforesaid Recognizance or Statute Staple shall be clearly void and of none effect to all intents, constructions and purposes as if the same had never been made or made, but otherwise the same Recognizance to stand and be in full force and vertue. And the said A. B. and C. D. do for themselves, their Heirs, Executors and Administrators, Covenant, grant and agree to and with the said E. F. his Executors, Administrators and Assigns, that at all times after such time as the said several Sums of Money severally mentioned in the said Obligations shall be satisfied and paid together with the Interest thereof, and the same

same Obligations discharged and cancelled, they the said *A* and *C*. their Heirs, Executors or Administrators, or some of them upon reasonable request to them or any of them to be made by the said *E. F.* his Executors and Administrators shall and will deliver or cause to be delivered up to the said *E. F.* his Executors, Administrators or Assigns the said Recognizance to be defaced and cancelled without fraud or covin. And the said *A. B.* for himself, his, &c. doth Covenant and grant to and with the said *C. D.* his Heirs, Executors and Administrators that he the said *A. B.* his Heirs, Executors Administrators or Assigns heretofore hath not discharged, released or acquitted the said Recognizance or Statute Staple, neither at any time or times hereafter shall acquit, discharge or release the same, nor do, commit or agree to the doing of any act or thing which shall or may in any wise frustrate or make void the said Recognizance or Statute Staple, or Sum of 2000 *l.* therein specified, or any part thereof without the Consent or Agreement, of the said *C. D.* his Executors, Administrators and Assigns first had and obtained in Writing. The like Covenant from *C. D.* to *A. B.*

In Witness, &c.

A. D.

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A Discharge for Money decreed in Equity.

Now, &c. that J. L. M. of, &c. do hereby acknowledge to have had and received of N. O. of, &c. the full Sum of, &c. at, &c. adjudged to be paid to me by a Decree made in the, &c. the first day of, &c. in a Cause there depending between me the said M. Complainant, and the said N. O. Defendant, being full of all matters in question and demand in the said Cause. And I do for my self my Executors and Administrators, Acquit, Release and Discharge the said N. O. Executors and Administrators, of and from the said Sum, and every part thereof, and of and from all Interest, Damages and other Demands, for, touching or concerning the same.

In Witness, &c.

Husband

A D

Husband and Wife scised of Land in the Right of the Wife for 100 l. Demise the same to the Wife for Twenty three years under 10 l. Rent and make a Settlement of the Reversion in the same Deed, exactly drawn by a very great Conveyancer.

This Indenture Tripartite made, &c. Between *A. B.* of *S.* in the Parish of, &c. and *Barbara* Wife of the first part; *H. W.* &c. of the second part; *A. F.* of, &c. and *Edward C.* &c. of the third part: Witnesseth, That the said *A. B.* and *B.* his Wife for and in consideration of the Sum of 100 l. of Lawful Money of *England* unto the said *A. B.* by the said *H. W.* in and to the receipt whereof the said *A. B.* doth by these Presents acknowledge and thereof and of every part thereof doth by these Presents release, acquit and discharge the said *A. B.* his Heirs, Executors, Administrators and Assigns, and every of them, and for divers other good causes and considerations the said *A. B.* and *B.* his Wife, and either of them hereunto moving have and either of them hath granted, demise, Leased, set and to Farm-let, and by these Presents do and either of them doth grant, demise, let and to Farm-let unto the said *H. W.* all that Messuages, &c. situate, &c. and now or late in the tenure or occupation, &c. all that Croft or Close commonly called or known by the name of, &c. nigh the Lane leading to or towards *S. Hall*; and that other Croft or Close now late or heretofore commonly called and known by the name of, &c. and also a Parcel of Meadow or Mowing Ground, &c. and also those Selyons, Ridges or Parcels of Arable Land containing by common Estimation Fourteen Acres, or Day of Arable Land be the same more or less lying and dispersed in the several Common Fields in *S.* also

that is to say) all those Selions Ridges or Parcels of Arable Land lying and being in a Field in S. —aforesaid, commonly called or known by the name of the *Furlong*, and containing by common Estimation two Acres, days-work of Arable Land, be the same more or less, and being between the Land now or late of Sir R. H. —, on both sides thereof, the Land now or late of A. Esq; at one end, and the Lane there called, &c. at the other end thereof, or on, at or near all, some or most parts thereof. And also all those Selyons, &c. and all that Ridge or Parcel of Arable Land containing by common Estimation half an Acre or days of Work of Arable Land, be the same, &c. All and every of which said premises are situate lying and being in S. aforesaid in the County of, &c. aforesaid, and now or late were in the care, use or occupation of the said A. B. his Assigns or Undertenants; and also all that Close or Croft of Land, with the Appurtenances now or late, or heretofore commonly called or known by the name of, &c. situate in little B. &c. and also all and every the other Messuage, Cottage, Lands, Tenements and Hereditaments with the Appurtenances whatsoever which now or late were of the said A. B. and B. his Wife, or of either of them, or which at any time within the space of seven years last past, were the Messuages, Lands, Tenements or Hereditaments of John F. deceased, late Father of the said B. B. and situate, and being in S. and little B. aforesaid, or either of them in the said County of, &c. and all Ways, Waters, Beer-courses, Fishings, Feedings, Vades, Meers, Balks, Reries, Profits, Commons, Commodities, Advantages, Incoluments, Hereditaments and Appurtenances whatsoever unto the aforementioned or intended to be hereby devised Premises, and every or any part thereof belonging appertaining, or to or with the same or any part thereof devised, held, used, occupied or enjoyed, reputed or taken

taken as part or Parcel or member thereof, or to belong to the same, or any part thereof, and the Remainder and Reversions, Reversion and Reversions of all and every the said aforementioned or intended to be hereby demised Premises and of every part thereof; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of the said A. B. and B. his Wife and either of them of, in, unto and out of the said aforementioned to be hereby demised Pre-

Exception of the Trees, &c.

misses, and every or any part thereof (except and always reserved unto such Person

Persons to whom the next and immediate Remainder or Reversion of all and every the said demised Premises do or shall belong or appertain, all and every the Trees, Woods and Underwoods standing, growing, or being, or which shall or may at any time hereafter stand, grow, or be in upon the said Premises, and every or any part thereof, as free liberty to stock up, fall, cut down, coard, wale, saw, break and carry away the same, and to do in or upon the said Premises, and every or any part thereof, every thing requisite and convenient to be done in that behalf, without hurting Corn or mowing Grass, and leaving sufficient Tynhill for the necessary Hedging and Fencing of all and every the aforementioned to be hereby demised Premises

and every or any part thereof, **To have**

Habendum.

to hold all and every the aforementioned or intended to be hereby demised Messuage or Tenement, Lands, Tenements, Hereditaments and Premises and every or any part and parcel thereof, with the Appurtenances unto the said H. W. his Executors, Administrators and Assigns from the twentyfourth day of March next ensuing the date of these Presents for and during the term and unto the full end and term of twenty three years from thenceforth next ensuing and following fully to be completed and ended, Yielding and paying therefore yearly every year during the said term unto such Person or Persons to whom the next and immediate Remainder or Reversion of the said Premises doth or shall belong or ap-

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in according to the effect of these Presents the yearly Rent of 1 s. of, &c. upon the Feast-day of St. Michael the Archangel, yearly and every year during the said term.

And this Indenture further Witnesseth, that for the better assuring, strengthening

To confirm the Lease and dispose of the Reversion.

and confirming of the said Premises unto the said H. W. his Executors, Administrators and Assigns for and during the said term of twenty three years, and of the Remainder or Reversion thereof to the several and respective uses, intents and purposes thereof hereafter in and by these Presents mentioned, expressed and declared; the said A. B. doth covenant and grant unto and with the said H. W. his Executors and Administrators, and every of them by these Presents that the said A. B. and B. his Wife upon request of the said H. W. his Executors, Administrators and Assigns, any of them, and at the Costs and Charges of the said A. B. his Heirs and Assigns

Covenant to levy a Fine.

on this side, and before the day of August next en-

g the date of these Presents shall and will acknowledge to levy unto the said A. F. and E. C. and their Heirs, or Heirs of one of them before the Justices of our said King Charles the Second, his Heirs or Successors of his Court of Common-Pleas at Westminster one or more Fines sur consueance de droit come ceo, &c. of all and any the aforementioned to be hereby demised Premises the name of one Messuage, one Garden, one Orchard, one Acres of Land, three Acres of Mead, twelve Acres of Pasture, and Common of Pasture for all manner of use, with the Appurtenances in S. and little B. afore-mentioned or by such other name or names, number and quality of Acres, and other certainty, and in such manner and form as by the said H. W. his Executors, Administrators and Assigns, or any of them, their or any of their Counsel Learned in the Law shall be reasonably devised or required, so as for the said acknowledgments making of the said Fine or Fines the said A. B. and B.

B b 2

his

his Wife or either of them be not hereby compelled to travel or go above the space of ten miles from his, her or their most usual place of Residence or Abode at the time of such request. And its further more concluded, declared and agreed by and between all and every the parties to these Presents for themselves and for their several and respective Heirs that the said Fine or Fines so as aforesaid, in any other manner or form already had or levied,

which hereafter shall be had or levied, and all other Uses, every other Fine or Fines by the said A. B. and B.

Wife by themselves or either of them only or jointly with any other Person or Persons already had or levied hereafter to be had or levied of the said Messuage, Lands and Premises, or any part thereof by themselves only jointly with or amongst any other Messuage-Lands, Tenements or Hereditaments shall be and enure, and shall adjudged, construed, deemed, reputed and taken to be enure, and that the said Conusee or Conusees in the said Fine or Fines named or to be named, and his and their Heirs shall and will stand and be seised of and in all every the aforementioned or intended to be hereby demised Premises, with the Appurtenances unto and for several and respective use and uses thereof hereafter in by these Presents mentioned expressed and declared, (

For the confirmation of the Lease.

is to say) unto and for the better strengthening, confirmation and conveyance of all and every the said aforementioned and intended to be hereby demised Premises with the Appurtenances (except as before excepted) the said H. W. his Executors, Administrators and Assigns for and during the said term of twenty three years as aforesaid under the said yearly Rent of, &c. as aforesaid and for and concerning the Remainder or Reversion of all

every the said hereby demised Premises expectant upon the said term, to the behoof of such Person or Persons as shall be appointed.

And of the Remainder to such Person as Baron & Feme shall appoint.

And of the Remainder to such Person as Baron & Feme shall appoint.

persons, and of and for such Estate or Estates, and upon
 and under such Conditions and Proviso's, or Limitations,
 and without any Condition, Proviso and Limitation, and
 in such manner and form as the said A. B. and B. his Wife
 jointly in or by any Writing or Writings by him and her
 to be Sealed and Subscribed in the presence of two or
 more credible Persons freely and voluntarily, and without
 any compulsion shall limit, declare or appoint; and until
 any such Limitation, Decla-
 ration or appointment, or in
 default of such Limitation,
 declaration or appointment,
 from and after the end
 of other Determination of the said Estate or Estates so to
 be limited, declared or appointed as aforesaid, if the said
 Estate or Estates, or any of them shall be determinable, to
 the use and behoof of the said A. B. and B. his Wife for
 and during the term of their Natural Lives, and the life of
 the longer liver of them, without impeachment of, or for
 any manner of Waste during the life of the said A. B. and
 for and concerning the Remainder and Reversion of
 and every the said aforementioned to be hereby demi-
 Premises to the use and
 behoof of the said A. B. and
 C. and their Heirs and
 assigns for and during the
 Natural Lives of the said A. B. and B. and of the longer
 of them, and from and after the decease of the said
 A. B. and B. his Wife, and
 the Survivor of them, Then
 the only use and behoof
 of such Child or Children
 the Body of the said B.
 the said A. B. begotten or to be begotten, and of and
 of such Estate or Estates of Inheritance in Fee-simple
 (Fee-tail), general in present possession, or to be in pre-
 possession immediately after the decease of the said
 A. B. and B. his Wife, and the longer liver of them as the

*After, of, or in default of such
 appointment to Baron & Feme
 for their Lives.*

*Then to Trustees to preserve
 Contingent Remainders.*

*After the decease of Baron
 & Feme to such Child or Chil-
 dren as they shall appoint.*

said *A. B.* and *B.* his Wife jointly in or by any Writing or Writings by him and her to be Sealed and Subscribed in the presence of two or more credible Persons freely, volun-

In default thereof to the first Son, &c.

tarily and without any compulsion shall limit, declare, appoint, And for default of any such Limitation, Declaration or appointment, then to the use and behoof of the Eldest Son of the said *A. B.* by him upon the Body of the said *B.* his Wife begotten, and of the Heirs of the Body of the said *T. B.* lawfully to be begotten : And for default of such issue then to the use and behoof of the second Son of the Body of the said *A. B.* by him upon the Body of the said *B.* his Wife lawfully begotten, or to be begotten, and of the Heirs of the Body of the said second Son lawfully to be begotten : And for default of such Issue then to the use and behoof of the third Son of the Body, &c. so to the fourth Son expressly, and fifth Son expressly, &c. and in default of such Issue then to the use and behoof of the 7th, 8th, 9th, 10th, and all and every other Son and Sons of the said *A. B.* by him upon the Body of the said *B.* his Wife lawfully to be begotten severally and respectively as every the said Sons shall be in Seniority or Priority of Birth or Age the one after the other, the Eldest thereof to take first, and so successively severally and respectively not jointly, and of the several and respective Heirs of the several and respective Bodies of the said 6th, 7th, 8th, 9th, 10th, and all and every other Son and Sons aforesaid they shall be in Seniority or Priority of Birth or Age the one after the other as aforesaid lawfully to be begotten.

Then to the Daughters.

And for default of Issue then to the use and behoof of all and every Daughter and Daughters of the said *A. B.* by him upon the Body of the said *B.* his Wife begotten or to be begotten and of the Heirs of the Bodies of the said Daughters and Daughters lawfully to be begotten, and for default of Issue then to the use and behoof of the right Heirs of

A. B. for ever. **Provided** always, and it is the true intent and meaning of these Presents, and of all and every the said Parties to the same, and it is declared to be and between all and every the said Parties to these Presents that the use and Estate

Declaration that the Estate in the Trustees is to preserve the Contingent Remainders.

before, in and by these Presents limited unto the said *A. B.* and *E. C.* and their Heirs and Assigns for and during the term of the Natural Lives of the said *A. B.* and *B.* his Wife, and of the longer Liver of them as aforesaid is and so limited as aforesaid upon Caution, and to the only intent and purpose that thereby the respective Uses and Remainders thereof, thereafter, in and by these Presents limited may be supported and preserved, and may not be destroyed or barred in the life-time of the said *A. B.* and *B.* his Wife, or of either of them, and upon special Trust for and unto, and for the only benefit of such Person or Persons to whom the next and immediate Remainder of the said Premises doth or shall belong or appertain according to the true intent and meaning of these Presents, and unto for none other use, intent or purpose whatsoever: And the said *A. B.* for himself, his Heirs, Executors and Administrators, and for every of them doth Covenant and warrant to and with the said *H. W.* his Executors and Administrators, and every of them by these Presents in manner and form following, (*i. e.*) that the said *A. B.* and *B.* his Wife at the time of the Ensealing and delivery of these Presents are or one of them lawfully seised of and in

Covenant that he is seised.

and every the aforementioned or intended to be hereby demised Premises with and every of their Appurtenances, and of and in every part and parcel thereof of a good, sure, perfect and ab-
solute Estate of Inheritance in Fee-simple, or Fee-tail General without any manner of Condition, Trust or other matter or thing whatsoever to alter, change, charge, im-
pach, incumber or determine the same (except as is

hereafter in and by these Presents excepted) and without any Remainder or Reversion in this Queen's Majesty he Heirs and Successors: And shall and will be, continue and remain so seised thereof as aforesaid untill the Premises and every part thereof are or shall be well and sufficiently conveyed and assured according to the true intent and meaning of these Presents, and according to the several and respective Use and Uses, intents and purposes thereof, in and by these Presents mentioned

Free from Incumbrances.

expressed, limited and declared, And also that all and every the aforesaid mentioned or intended to be hereby demised Messuage or Tenement, Lands and Premises with their Appurtenances from time to time, and at all times from and after the levying of the said Fine for ever thereafter by virtue of these Presents, and of the said Fine shall or may be remain and continue to all and every the several and respective use and uses, intents and purposes before and by these Presents thereof mentioned, expressed and declared free and clear, or freely and clearly acquitted, exonerated and discharged, or otherwise upon reasonable request well and sufficiently saved and kept harmless and indemnified by the said A. B. his Heirs and Assigns, or some or one of them of and from all and all manner of forms and other Gifts, Grants, Bargains, Sales, Leases, Intail Wills, Alienations, Joyntures, Dowers, Title of Dower, Annuities Rents-charge, Rents-seck, Arrearages of Rents Statutes-Merchant, and of the Staple, Recognizances, Judgments, Executions, Forfeitures, causes of Forfeitures, Debts, Mortgages, Fines, Issues, Amerciaments, Titles, Troubles, Charges, Trusts, Incumbrances, Claims and Demands whatsoever had, made, done, executed, or wittingly, or willingly suffered, or hereafter to be had, done, committed, executed, or willingly or wittingly suffered by the said A. B. and B. his Wife, or either of them their, or either of their Heirs, Executors, Administrators or Assigns, or any of them, or by any other Person or Persons whatsoever having or lawfully or equitably claim

ing to have, or which shall or may at any time hereafter
 are or lawfully or equitably claim to have lawful or equi-
 table Estate, right, Interest or demand of, in, unto or out
 of the aforementioned, or intended to be hereby demised
 Premises, or any part thereof by, from or under, or in
 trust for the said *A. B.* and *B.* his Wife, or either of them,
 their or either of their Heirs or Assigns, or any of the An-
 cestors of the said *B. B.* his, her, their or any of their
 Estate, act, title, means, default, consent or procure-
 ment, except the yearly Rent or Sum of 3 *s.* and
 of Lawful Money of *England* issuing due and payable
 of the aforementioned to be hereby demised Premises,
 some part thereof unto *H. F.* his Heirs or Assigns, and
 the power of Distraining for the same, and also except the
 Estate and Interest of the said *W. R.* of and in the said
 Meadow called, &c. for some term not exceeding the term
 of one year from the 25th day of *March* next ensuing, and
 the chief Rents and Services from henceforth to become
 due and payable for the said Premises to the chief Lord or
 Lords of the Fee or Fees thereof for and in respect only of
 their or their Seigniority or Seigniories thereof excepted and
 surprized. And also that the said *A. B.* and *B.* his Wife
 and their Heirs and all and every other Person and Persons
 whatsoever now having or lawfully or equitably claiming
 to have or which shall or may at any time hereafter have
 lawfully or equitably claim to have any lawful or equi-
 table Estate, right, title or interest of, in, unto or out of
 the said Premises, or any part or parcel thereof, by, from
 under, or in trust for the said *A. B.* and *B.* his Wife or
 either of them, their or either of their Heirs, or by, from
 under any of the Ancestors of the said *B. B.* except the
 Person and Persons whose Estate and Inte-
 rests are fore-excepted as aforesaid, and for, and
 in respect of the Estates and Interests so ex-
 cepted as aforesaid, shall and will from time
 to time and at all times hereafter upon the reasonable request
 of the said *H. W.* his Executors or Administrators, and at
 the

Further
Assurance.

the Costs and Charges of the said *A. B.* his Heirs, Executors and Administrators, or some or one of them make do acknowledge, levy, execute and suffer, or cause to be made, done, acknowledged, levied, executed and suffered all and every such other and further reasonable act and as thing and things, conveyance and assurance in the Law whatsoever for the further and better assuring and conveying of all and singular the aforementioned or intended be demised Messuage or Tenement, Lands and Premises with their and every of their Appurtenances unto the said *H. W.* his Executors, Administrators and Assigns according to the effect of these Presents as by the said *H. W.* his Executors, Administrators and Assigns, or any of them, or their or any of their Counsel Learned in the Law, any of them shall be reasonably devised, advised or required so as the said *A. B.* and *B.* his Wife and the said other Person and Persons, or any of them, their or any of the Heirs be not compelled to travel or go above the space ten miles from his, her, their or any of their most usual and several Dwellings or Places of Abode, for the doing executing or performing of such other and further assurance or Conveyances as aforesaid. And further more is by these Presents, and by and between all and every said Parties to these Presents declared and agreed that the Presents and the said Fine and all and every other Fine

Fines, Recovery or Recoveries, Assurance declared. and Conveyance whatsoever already made, done, acknowledged, levied, executed or suffered, or hereafter to be had, made, levied, executed or suffered by or between the said Parties to these Presents, or any of them, or whereunto every or any of them is, are or shall be party or privy by themselves, himself, or herself only or jointly with or amongst any other Person or Persons whatsoever, of, for or concerning the aforementioned or intended to be demised Premises, or part thereof by themselves only or jointly with or amongst any other Messuage, Cottages, Lands, Tenements

or Hereditaments shall be and enure, and shall be adjudged, deemed and taken to be and enure as for and concerning the said forementioned or intended to be hereby demised Premises with their Appurtenances only unto and for the only several and respective use and uses, intents and purposes thereof before in and by these Presents mentioned, expressed, limited and declared, and unto and for none other use, intent or purpose whatsoever. And the said *A. B.* for himself, his Heirs, Executors, Administrators and Assigns doth further Covenant and grant unto and with the said *H. W.* his Executors, Administrators and Assigns, and every of them by these Presents that the said *A. B.* his Heirs, Executors, Administrators or Assigns, or one of them shall and will from time to time, and at all times hereafter during the said term of twenty three years, and at his and their own proper Costs and Charges pay and discharge all and all manner of Harryots if any shall be due for the said Premises during the said term of twenty three years, and all Taxations and Payments which shall or may hereafter lawfully be taxed or imposed upon the said Premises hereby demised, or any part thereof, except unto and for the Hearth money, the Poor, Churchwardens and Constables Charges and chief Rents or otherwise, upon request shall and will save harmless and indemnify'd the said *H. W.* his Executors, Administrators and Assigns, of and from the same. And also that it shall and may be lawfully unto and for the said *H. W.* his Executors, Administrators and Assigns, and every of them from time to time and at all times hereafter during the said term of twenty three years of the Thorns and Underwoods standing, growing or being in or upon the said Premises, or any part thereof to have and take sufficient Tinsyll for the necessary Hedging and Fencing of the aforementioned hereby demised Premises, or any part thereof; the said *H. W.*

H. W. his Executors, Administrators and Assigns, or any of them not making any wilful waste, spoil or destruction thereof, and cutting the same in seasonable time and manner. And the said *H. W.* for himself, his Executors, Administrators and Assigns, and for every of them doth Covenant and grant unto and with the said *A. B.* his Heirs and

Assigns by these Presents in manner and form following (*i. e.*) that the said *H. W.* his

Executors, Administrators and Assigns, or some or one of them at his and their own proper Costs and Charges and within the space of three years next ensuing the date of these Presents shall and will well and sufficiently repair and amend the said Messuage or Tenement, and all and every the Barns, Stables, Buildings, Out-houses and Premises and all and every the Rayls, Posts, Pales, Yates, Hedges, Ditches, Mounds and Fences thereunto belonging or appertaining; and shall and will from thenceforth from time to time, and at all times thereafter during the residue of the said term of 23 years maintain and keep the said and every part thereof in good and sufficient Repairs well made and mended, and the same and every part thereof at the end or other determination of the said term of twenty three years shall and will leave, yield up or deliver well paired, amended, made, Ditched, Hedged, Fenced and mounded, together with the quiet and peaceable possession and seisin thereof unto such Person or Persons to whom the next and immediate Remainder or Reversion of the said Premises doth or shall belong according to the effect of these Presents. And also that the said *H. W.* his Executors

Administrators or Assigns, or any of them shall not and will not Plow up or alter, nor cause, permit or suffer to be Plowed up or altered any of the Vades, Doles, Meers, or other Land mark of or belonging to the said Premises, or any part thereof. And also that the said *H. W.* his Executors, Administrators and Assigns, or some or one of them from time to time, and at all times hereafter during the

Term of twenty three years shall and
 will pay and discharge all such Loans, *To pay some Taxes.*
 Levies, Taxations and Payments as
 shall hereafter be taxed or imposed upon or for the afore-
 mentioned Lands and Premises, or any part thereof unto
 and for the Hearth-money, the Poor, Churchwardens and
 Constable Charges and chief Rents. And also that the
 said H. W. his Executors, Administrators and Assigns, or
 some or one of them for and during the three last years the
 said term of twenty three years shall and will spend and
 pay with his or their Beasts
 and Cattle in the Stables, *To spend the Fodder upon the*
 Out-houses, Cow-houses, *Premises during the three last*
 Muck-sides and Fold-yards of *Years.*
 belonging to the said Pre-
 mises, or upon some part of the said Premises the great-
 est part of all their Hay, Straw and Fodder which shall be
 growing or be gotten in or upon the said Premises for the
 better getting and increase of Muck and Manure there, and
 shall and will yearly and every year during the said three
 last years of the said Term, bestow, imploy, use, spend
 and lay all the said Muck or Manure as so much and so
 good Muck and Manure on the said Premises, or on some
 part thereof for the amending and improving the said Pre-
 mises and every part thereof. *In Witness whereof, &c.*

A

A Settlement.

*R. W. Seised in, Fee for Money enfeoffs two Mes-
to the use of himself for ten Years, and after
to the use of M. Wife of one of the Feoffees for
life, as Joynture, and after to the use of his
Husband in Fee.*

This Indenture Tripartite made the, &c. Between
R. W. &c. of the first part; W. P. &c. and M. his Wife
and sole Daughter of the said R. W. of the second part
and C. S. of, &c. and T. S. of, &c. of the third part
Witnesseth, That he the said R. W. for and in considera-
on of the Sum of, &c. to him in hand paid by the said W.
&c. hath Granted, Enfeofed, &c. unto the said W. P. C.
and T. S. all that Messuage, &c. and all and every the Deeds
Evidences, &c. and the Remainder and Remainders, &c.
Habend. all and every the said aforementioned to be held
by granted Messuages, &c. unto the said W. P. C. S. and
T. S. their Heirs and Assigns for ever: Nevertheless unto
and for the several and respective use and uses, intents and
purposes hereafter in and by these Presents particularly
mentioned, expressed and declared (that is to say) as of,
and concerning all and every the aforementioned to be held
by Granted Messuages and Lands with the Appurtenances
(except and always reserved all and every the Timber
Trees, Woods or Underwoods standing, growing and
ing, or which at any time hereafter during the term
ten years in or by these Presents mentioned shall be stand-
ing, growing, or being in or upon the aforementioned
be hereby granted Premises and every or any part thereof
to the only use and behoof of the said R. W. his Executors
Administrators and Assigns from the date of these Presents

General Conveyances.

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and during the term, and unto the full end and term
ten years, from thenceforth next ensuing and following
ly to be compleat and ended, and from and after the end,
piration or determination of ten years, then as of, for
and concerning all and every the aforementioned to be hereby
anted Messuage or Tenement Lands and Premisses with
Appurtenances without any exception as aforesaid to
the use and behoof of the said M. Wife of the said W. P.
her Assigns for and during the term of the natural life
the said M for her Jointure and in lieu recompence and
satisfaction of and for her Dower, right and title of
ower of, in, unto and out of all and every the Messua-
Lands, Covenants and Hereditaments which now are, or
hereafter shall be of the said W. P. And as of, for and con-
cerning the Remainder or Reversion of all and every the
mentioned to be hereby granted Messuage or Tene-
ment Lands and Premisses, and all and every the Premisses
excepted as aforesaid, to the only use and behoof of the said
P. his Heirs and Assigns for ever, and to and for none
other use, intent or purpose whatsoever. And the said
W. for himself, his Executors, Administrators and As-
signs and for every of them doth by these Presents Cove-
nant and grant unto and with the said W. P. his Heirs and
Assigns, and to and with every of them in manner and
form following, (that is to say) that the said R. W. his
Executors, Administrators and Assigns, or some or one of
them shall and will at all time during the term of ten
years to pay and discharge the chief Rents, and all and every
Subsidies, Royal Ayds, Hearth-Money, and all other
charges, Taxes, Levies, Duties, Assessments and Payments
which are or shall or may hereafter be lawfully taxed, as-
essed or imposed, or due, or payable upon or for the said
mentioned to be hereby granted Premisses during the
term of ten years. And also that the said R. W. his
Executors, Administrators and Assigns, or any of them
nor do, suffer or consent unto any thing which shall
be prejudicial or hurtful unto the said W. P. his Heirs or
Assigns in the Inheritance of the said Premisses, or any
part

part thereof without the consent of the said *W. P.* his Heirs or Assigns under his or their Hand in writing that behalf first had and obtained. And shall not and will not do, permit or suffer to be done or cause or procure to be done any wilful waste, spoil or destruction in upon the said aforementioned to be hereby granted Premises or any part thereof. And also that he the said *R.* his Executors, Administrators or Assigns, or any of them at any time within the space of three years next before the end of the said term of ten years shall nor and will not Plow, till, dig, plant, set or sow, or cause, permit or suffer to be Plowed, tilled, digged, Planted, set or sowed the said three Closes, Leasows or Pastures aforementioned to be in the tenure, use or occupation of the said *R. W.* or any part thereof with or for Parsnips, Turneps, Carrots, Cabbidges, or with any manner of Garden-stuff, Hemp, Flax, Corn or Grain whatsoever. And that if the said *R. W.* his Executors, Administrators or Assigns, or any of them shall or do Plow, till, dig, plant, set or sow, or cause, permit or suffer to be Plowed, tilled, digged, planted, set or sowed, at any time within the said three years, the said last mentioned three Closes, or any part thereof with any Carrots, Turnips, Parsnips, Cabbidges or any other manner of Garden-stuff, Plants, Hemp, Flax, Corn or Grain whatsoever, that then and so often he the said *R.* they so planting, setting, Plowing, tilling, digging, sowing the same, or any part thereof contrary to the effect of these Presents shall and will yearly and every year during the last three years of the said term of ten years, during the time of such planting setting Ploughing tilling digging or sowing thereof, pay or cause to be paid unto the said *W. P.* his heirs or Assigns, the Sum of five pounds &c. for every Acre thereof which shall be so planted &c. or sowed as aforesaid, and according to the rate or proportion of five pounds for every Acre, or for every other or lesser Quantity which shall be so planted or sowed as aforesaid the said Sum or Sums as shall be required by any such ploughing, tilling, digging, setting, planting

General Condeyances.

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being, to be paid yearly as aforesaid upon the Feast day
 of St. Michael the Archangel, and the Feast day of the
 Annunciation of the Blessed Virgin Mary by even and equal
 portions, And also that the said R. W. his Executors,
 Administrators and Assigns, or some or one of them shall
 will from time to time and at all times during the
 term of ten years repair maintain and keep the said
 passage or tenement, and all and every the barns, stables,
 buildings, outhouses and the aforementioned to be hereby
 granted premises and every part thereof, and all and every
 the Rails, Posts, Pails, Yates, Ditches, Hedges, Mounds
 and Fences, thereof and thereunto, and every or any part
 thereof belonging, in good repairs, well made and
 mended, and the same and every part thereof in the end,
 after determination of the said term of ten years, shall
 will leave yeild up and deliver together with the
 quiet and peaceable possession thereof, unto such person
 or persons, to whom the next and immediate Remainder
 Reversion of the said Premisses, doth or shall then be-
 come or appertain according to the effect of these Presents.
 And the said W. P. for himself, his Heirs Executors and
 Administrators, and for every of them doth by these Pre-
 sents covenant and grant unto and with the said R. W. his
 Executors, and Administrators and Assigns, and every of
 them that for and notwithstanding, any thing done or to
 be done by the said W. P. his Heirs or Assigns, it shall
 may be lawful to and for the said R. W. his Executors,
 Administrators and Assigns, at all times during the said
 term of ten years, of the Crops of the Trees heretofore
 lawfully cropped, and of the Briers, Thorns, and Under-
 woods of the said granted Premisses, to have and take
 away Tinsel for the fencing, and Hedging of the
 hereby granted Premisses, and every or any part there-
 of as the said R. W. his Executors, Administrators and
 Assigns do not and shall not make hereof any wilful
 spoil or destruction.
 And Warranty from R. W. and his Heirs, &c. (Except
 before and hereafter in these presents Excepted)

C c

ro

to *W. P.* his Heirs and Assigns, &c. And furthermore that the said *R. W.* is seised in fee of all and every the said aforementioned to be hereby granted premises.

And that the said *R. W.* will continue seised of the Premises untill they be settled upon *W. P. C. S.* and *T. S.* to the uses aforesaid.

And that it shall be lawful to and for the said *W.* and *M.* his wife, and the Heirs and Assigns of the said *W. P.* quietly, and peaceably to enjoy the aforementioned Premises.

A Covenant that the premises shall remain unto *W. P.* and *M.* his wife free from incumbrances, (Except the Estate and Interest of *E. A.* in two Closes) and chief Rent, &c.

A covenant for further assurance from *R. W.* to *W. P. C. S.* and *T. S.* (except only the Estates and Interests so excepted as aforesaid).

And furthermore, it is concluded that *R. W. W.* and *M.* his Wife, shall levy a Fine unto *C. S.* and *T.* and their Heirs.

And Lastly, a covenant that these presents and the Fine, &c. shall be and endure, &c. *In Witness whereof* &c.

The Mother Tenant for Life, and the Son in Reversion grant their respective Estates to the Purchaser in Fee with respective Covenants.

This Indenture made between A. O. Widow and Relict of O. O. late of, &c. Deceas'd, and C. O. one of the Sons of the said O. O. by the said A. O. of the one part, and S. C. of, &c. of the other part, Witnesseth, Whereas the said A. O. is and standeth seised of an Estate of Freehold for and during the term of her natural life, of and of all that Capital Messuage, &c. the Reversion whereof in expectancy after the death of the said A. O. ought and will come to and vest in him the C. O. his Heirs and Assigns by virtue of the Last Will and Testament of the said O. O. wherein and whereby he the said O. O. did give and devise the same to the said C. O. his Heirs and Assigns. And whereas the said C. O. by Indenture of Bargain and Sale bearing date, &c. hath for the consideration therein mentioned, granted, bargained and sold unto the said S. C. and his Heirs for ever all the said Capital Messuage, &c. and the Reversion and Reversions, Remainder and remainders, and all his Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said C. O. of, in and to all the said Capital Messuage, &c. As by the said Indenture now remaining inrolled in and amongst the Records of the High Court of Chancery may more fully appear. Now this Indenture further Witnesseth that the said A. O. and C. O. for and in consideration of the respective Sums of Money of, &c. to the said A. O. &c. to the said C. O. in hand paid by the said S. C. to the said A. O. the said C. O. at and before the Sealing and delivery of these Presents, the respective Receipts whereof they the said A. O. and C. O. do by these Presents acknowledge, and thereof and of every part thereof they do by these Presents and for the respective Heirs, Executors and Administrators exors, acquit and discharge the said J. S. his Heirs and Assigns.

signs for ever, have and either of them hath granted, bought, gained, sold, released and confirmed, and by these Presents do and either of them doth grant, bargain, sell, release and confirm unto the said S. C. his Heirs and Assigns the said Capital Messuage, &c. and all the Estate, Right, Title, Interest, Reversion, Remainder, Claim and Demand whatsoever of them the said A. O. and C. O. and either of them, of, in, to and out of the same, and every or any part thereof, together with all the Deeds, Endowments, Muniments and Writings whatsoever which in any way relate to or concern the Premises singly and themselves which they have in their custody, power or possession, and true Copies of all other Deeds and Writings whatsoever, which jointly or together with any other Messuages, Lands and Tenements whatsoever concern the Title of the said Premises which they likewise have in their custody or possession, the said Copies to be had and made at the Costs and Charges of the said S. C. his Heirs and Assigns. **To have and to hold** the said Capital Messuage, &c. and all and singular other the said above granted and confirmed, or meant, mentioned or intended hereby granted Premises, with their and every of their Appurtenances unto the said S. C. his Heirs and Assigns to the only and absolute use and behoof of the said S. C. his Heirs and Assigns for ever.

And the said A. O. for her self, her Heirs, Executors and Administrators doth Covenant, grant and agree with the said S. C. his Heirs and Assigns in manner following (that is to say) that she the said A. O. at the time of the Sealing and executing of these Presents is and shall be lawfully and solely seised of and in the said Capital Messuage, &c. with their and every of their Appurtenances a good and lawful Estate of Freehold for the term of her natural life, and that free and clear of and from all and every other Grants, Bargains, Sales, Leases, Mortgages, Titles, Charges, Forfeitures or Incumbrances whatsoever had, made, done or committed by her

any other Person or Persons whatsoever, and by or with means, privity, consent or procurement.

And the said C. O. for himself, his Heirs, Executors and Administrators, doth by these Presents Covenant, grant and agree to and with the said S. C. his Heirs, and Assigns in manner and form following, (that is to say) that he the said C. O. at the time of the Sealing and delivery of these Presents is and standeth lawfully and solely seised to the use of him and his Heirs of the immediate Reversion or Remainder of the said Capital Messuage, &c. expectant upon the Decease of the said A. O. And further that all the said Capital Messuage, &c. and Premises in Reversion as aforesaid, and from and after the Decease of the said A. O. shall from henceforth shall continue free and clear, and freely and clearly acquitted and discharged, or otherwise by the said C. O. his Heirs or Executors, upon reasonable request, saved and kept harmless and indemnified from time to times and at all times for ever hereafter of and from all and singular former and other Claims, Sales, Grants, Leases, Estates, Mortgages, Tithes, Charges and Incumbrances whatsoever had, made, committed or done, or hereafter to be had, made, committed or done by him, or by any of his Heirs or Assigns, or by his or their means, consent, privity or procurement. And further, that it shall and may be lawful for the said S. C. his Heirs and Assigns for ever hereafter after the Decease of the said A. O. quietly and peaceably to enter into and upon the said Capital Messuage, &c. and the same quietly and peaceably to have, hold and enjoy, and to have, receive and enjoy the Rents, Issues and Profits thereof, and for the only use and behoof of the said S. C. his Heirs and Assigns without any lett, hindrance, or molestation of the said C. O. his Heirs or Assigns, or of any other Person or Persons whatsoever now claiming, or that shall hereafter lawfully claim any Estate, Right, Title or Interest of, in and to the said Capital Messuage and Premises, or any part thereof, by, from or under him, them, or any of them.

And the said A. O. and C. O. severally and respective for themselves, and their several and respective Heirs, Executors and Administrators, and not jointly, nor the one for the others Aft or Deed, Covenant and grant to and with the said S. C. his Heirs and Assigns that they shall and will according to their several and respective Titles forefaid upon the reasonable request, and at the Costs and Charges in the Law of the said S. C. his Heirs and Assigns, make, do, acknowledge, suffer, or cause to be made, done, acknowledged and suffered all and every such reasonable Aft or Acts, Thing or Things, Devises and assurances in the Law whatsoever, with Warranty in full Assurance to be contained against themselves respectively, or against their respective Heirs, or without Warranty, as by the said S. C. his Heirs or Assigns, his Heirs, &c. Council Learned in the Law shall be advised required for the better Conveyance, assurance and making of all and singular the said Premises, with and every of their Appurtenances unto the said S. C. his Heirs and Assigns to the use of him the said S. C. his Heirs and Assigns according to the true intent and meaning of these Presents.

In Witness

*Collateral Assurance that an Infant at twenty
one years of age shall Confirm the Estate pur-
chased by a Recoverer.*

*[Recite the first Purchase, and then the Settle-
ment made before.]*

And whereas, since the making of the said last in part
recited **Indenture** (of Settlement) the said T. C. hath
purchased the said Messuages and Lands of the said H. B.
at the time of the said purchase the said H. B. hath one or
more Son or Sons by him upon the body of the said
begotten, the eldest of which Sons was and yet is an
infant under the age of 21 years, and so incapable of
standing in the former Assurances to the said T. C. or in the
former Assurances to the said G. C. (the present Pur-
chaser) whereupon the said G. C. is advised that the Title
to the said Messuages, Lands and Premises will not be secure
and firm until such time as the same shall be confirmed
by the Issue of the Body of the said L. B. by him upon the
body of the said C. his wife Begotten, and therefore the
said T. C. hath agreed to give Collateral security to the said
G. C. by other Lands according to the effect of these
assurances. **Now this Indenture Witnesseth, &c.** That
the said T. C. and K. his wife for the Securing the enjoy-
ment of the said Messuages, Lands and premises to the said
G. C. and his Heirs and Assigns, according to his Pur-
chase aforesaid, and according to the effect of the said first
part recited **Indenture**, and for the Securing saving
harmless and indemnified the said G. C. his Heirs, Executors,
Administrators, and every of them of and from all Dam-
ages, Costs, Charges, and expences whatsoever, by him,
or any of them, to be suffered or sustained for or
in reason that the title to the said Messuages, Lands and
Premises

Premises, or any part thereof is not or may not be firm and sure as aforesaid by reason of the said Deed of Intail or otherwise, and also to the intent and Purpose that the said T. C. or his Heirs, &c. shall at his and their own Costs and Charges, procure the first Son of the Body of the said H. B. on the Body, &c. for the time being by a Common Recovery or other good and sufficient Assurance in the Law, within the space of two years next after he shall attain the age of 21 years to make and execute to the said G. C. his Heirs and Assigns, for ever, a good, firm, perfect and absolute, Conveyance and Assurance of the said Messuages and Lands and premises, free and clear of all Incumbrances, and sufficient in the Law to Barring and Cutting off and Destroying of the said Estate and all Remainders over of the said Messuages, Lands and premises, and Clearing the Title to the same, as the Council Learned in the Law of the said G. C. Heirs or Assigns, shall be thought necessary and proper in that behalf. And also for and in Consideration of the said shillings &c. doth grant bargain and sell All &c. and the Estate, Right &c. ~~Heir~~ for one thousand years under a Pepper-Corn Rent. Covenant, that he is Lawfully Seised and freed of Incumbrances. Provided always nevertheless and upon condition that if the said G. C. his Heirs and Assigns, do and shall at all times hereafter quietly and peaceably have, hold, use, occupy, possess and enjoy all and every the said Messuages, or Tenements, Lands, Premises, aforementioned, to be, lying and being in *Coles-Hill* aforesaid, without any lawful or equitable Suit, Trouble, Molestation, Disturbance, Claim, or Demand whatsoever of or by the said H. B. C. his Wife or either of them, their and either of their Heirs or Assigns, for or by any other Person or Persons whatsoever, having or lawfully or equitably claiming to have, or which shall or may at any time hereafter lawfully or lawfully or equitably claim to have, any lawful &c. by, from, or under or in trust for the said H. B. and C. his Wife or any of them, their or any

their Heirs, or Assigns, or by, from or under his their
 or any of their Estates, A&T, Title, means, default, Consent,
 or Procurement. And also if the said T. C. his Heirs
 Executors or Administrators, do and shall at his and
 their own Costs and Charges, Procure the first Son of
 the Body of the said H. B. by him upon the Body of
 the said C. his Wife begotten within the space of two
 years, next after he shall attain his age of twenty one
 years, as aforesaid, by a Common Recovery or other good
 and sufficient assurance in the Law, duly executed and
 attested, by two or more credible Witnesses, to make
 and execute to the said G. C. his Heirs and Assigns, for
 ever a good sure, firm and absolute Conveyance and
 Assurance, of all and every the said Messuages &c. in
 the said Hill, aforesaid, free and clear of all Incumbrances,
 whatsoever, and sufficient in the Law for the Docketing
 during Cutting off and Destroying of the said Intail
 and all Remainders over, of and upon, the said Messuage
 Tenement, Lands and Premises, and clearing of the
 Title to the same, as by the said G. C. &c. shall be ap-
 proved of and thought necessary and proper in that be-
 half, and shall deliver and cause to be delivered such
 Assurances unto the said G. C. his Heirs or Assigns,
 for ever and uncanceled, and sufficiently attested by two or
 more credible Witnesses for him to keep, for the bet-
 ter manifestation of his or their Title to the Premises,
 that then and in such case after such Assurances, shall be
 executed, passed and delivered to the said G. C. his
 Heirs or Assigns, as aforesaid, this present Indenture
 and every clause matter and thing therein contained,
 shall cease and be void, and in such case it shall or may
 be Lawful unto and for the said T. C. his Heirs and
 Assigns, into and upon aforementioned to be hereby gran-
 ted and Closed Lands and Premises, to reenter and the same
 have again, &c. And lastly, it is concluded and declared
 and between the said Parties, to those presents, that it
 shall or may be lawful, to and for the said T. C. his
 Heirs and Assigns, to hold and enjoy the said mentioned
 to

to be hereby granted Lands and Premises, to his and their own use and behoof until some Entry, Eviction, Molestation, or Disturbance, of the said G. C. his Heir or Assigns, in his or their enjoyment, of the said Messuage and Lands in *Coles-Hill* aforesaid, contrary to the intent of his Purchase aforesaid, until default shall be made of his Passing and Executing the said Assurance, as aforesaid by the first Son of the said H. B. &c. Paying all Lawful Taxes, Charges, and Payments for the same. *In Witnes* &c.

The Limitation of an Estate.

TO have and to hold the said Messuage or Tenement and all and every the Lands Tenements Hereditaments and Premises, with their and every of their Appurtenances, unto the said R. P. and J. B. and their Heirs forever, to the only several and respective use and uses thereof, hereafter in and by these Presents, Limited, Express and Declared, and to and for none other use Estate, Intent or purpose whatsoever, (that is to say) to the use and behoof of the said W. J. and his Assigns, during the term of the natural Life of the said W. J. without Impeachment of or for any manner of Waste, and from and after the Decease of the said W. J. then of, and concerning the Moyety or one half part of the said Messuage or Tenement, and of all and every Lands Tenements and Hereditaments and Premises, every part thereof, and of their and every of their Appurtenances to the use and behoof of the said K. for and during the term of her natural life, for her Joynture and in full recompence and satisfaction of her Dowry, making no wilful waste, and after the Decease of the said W. J. and K. then of for and concerning the several and respective Remainders and Reversions, of the several and respective moities of the said Messuage or Tenement, and of all and every the Lands Tenements &c.

dicaments and Premisses, and of every part and parcel thereof, with their and every of their appurtenances, to the use and behoof of such Child or Children of the said *W. J.* by him upon the Body of the said *K.* Lawfully to be begotten as he the said *W. J.* by any Writing under his hand and Seal, testified by two or more credible Witnesses or persons, or by his last Will in writing testified by two or more credible persons, shall limit declare or appoint, And of such Estate or Estates of Inheritance as in and by the said Writing or last Will shall be limited, expressed and declared, and for want of such Limitation, Declaration or Appointment, then to the use and behoof of the first Son of the said *W. J.* by him upon the Body of the said *K.* lawfully to be begotten, and of the Heirs of the Body of the first Son lawfully to be begotten, And for default of such Issue, then to the use and behoof of the second Son of the said *W. J.* by him upon the Body of the said *K.* lawfully to be begotten and of the Heirs of the Body of the second Son Lawfully to be Begotten, and for default of such Issue, then to the use and behoof of the third Son of the said *W. J.* by him upon the Body of the said *K.* Lawfully to be begotten and of the Heirs of the Body of the said third Son Lawfully to be begotten, and for default of such Issue then to the use and behoof of the fourth Son fifth sixth seventh eighth ninth tenth and every other Son and Sons of the said *W. J.* by him upon the Body of the said *K.* Lawfully to be begotten, severally and respectively as they the said Sons shall be in Seniority or Priority of Birth or Age, the one after the other, the eldest thereof to take first, and so successively, severally and respectively and not joyntly, and of the several respective Heirs, of the several and respective Bodies, of the said fourth fifth sixth seventh eighth ninth tenth and of all and every Son and Sons aforesaid as they the said Sons shall be in Seniority, or Priority of Birth, Age, the one after the other as aforesaid lawfully to be begotten, the Eldest Son and his Issue being always to take and

and to be preferred by virtue of these presents before the younger and his Issue, and for default of such Issue then to the only use of all and every the Daughters and Daughters, of the said *W. J.* by him upon the Body of the said *K.* Lawfully to be begotten, and of the Heirs of the Bodies of all and every such Daughter and Daughters lawfully to be begotten, and for Default of such Issue, then to the only use and behoof of the right Heirs of the said *W. J.* for ever.

A Deed to lead the use of a Recovery suffered in a Court of Ancient Demesne.

This Indenture Tripartite made the twelfth day of May 1674. Between *W. H.* of *Kingstorton* in the County of *Worcester* Yeoman, of the first part, and *J. H.* and *J. K.* of *Kingstorton* aforesaid in the said County of *Worcester* Yeoman of the second part: And *J. H.* of *Kingstorton* aforesaid, in the said County of *Worcester* Ironmonger, and *J. C.* of *Kingstorton* aforesaid in the said County of *Worcester* Yeoman, of the third part, Witnesseth, That the said *W. H.* for the Docketing and Barring of all Estates-tail and Remainders heretofore made, created and raised of Messuage and Lands hereafter mentioned. And for settling, restating and assuring of the said Messuage and Lands unto and upon the said *W. H.* and his Heirs of pure and absolute Estate in Fee-simple, that so he may dispose thereof at his pleasure; and for divers other good causes and considerations him hereunto moving Hath granted, enfeoffed, delivered and confirmed, and by these Presents doth grant, enfeoff, deliver and confirm unto the said *J. H.* and *J. K.* all that Messuage or Tenement where the said *W. H.* doth now inhabit and dwell, and all Houses, Edifices, Buildings, Barns, Stables, Gardens, Orchards, Backsides, and Fold-yards unto the said Messuage or Tenement belonging or appertaining now or heretofore of

only called or known by the name of, &c. with the Appurtenances; and also all those three Closes or Crofts, or Parcels of Land now or heretofore called or known by the several Names of, &c. Closes, Crofts or Parcels of Land, Meadow and Premises are situate, lying and being together or near together in the Parish of *Kingsnorton* aforesaid in the said County of *Worcester*, between, &c. And now or late in the Tenure, use or occupation of the said *W. H.* his Assigns or Under-tenents; and the Reversion and Reversions, Remainder and Remainders thereof, and every part thereof, and all and singular other the Lands, Tenements and Hereditaments whatsoever of him the said *W. H.* situate, lying and being in *Kingsnorton* aforesaid, in the said County of *Worcester* (except four foot of Land in length and breadth in the said Close called the *Horse-lasfrun*, next adjoyning to the Rails.) To have and to hold the said Messuage or Tenement, Closes, Crofts, Lands, Tenements, Meadows, Pastures, and all and singular other the Premises, with their and every of their Appurtenances (except before excepted) unto the said *J. H.* and *J. K.* their Heirs and Assigns for ever, to the intent and purpose that they the said *J. H.* and *J. K.* shall and may be perfect Tenants of the Freehold of the said Messuage, Lands and Premises, that so the said *J. H.* and *J. C.* shall and may within twelve Months ensuing the Date hereof at the Costs and Charges of the said *W. H.* issue forth and prosecute one Writ of Right close to be directed to the Bailiffs that the most Excellent Princess *Anne* Queen of *England*, &c. of her Mannor of *Kingsnorton* in the said County of *Worcester*, and in the Closes of the said Mannor make Protestation to prosecute the same in the nature of a Writ of Right at the Common Law, and thereby demand against the said *J. H.* and *J. K.* the said Messuage or Tenement, Closes, Crofts, Meadow, Lands and mentioned Premises, and every part thereof with the Appurtenances by the name of one Messuage, two Gardens, ten Acres of Land, six Acres of Meadow, twelve Acres of Pasture, and one Acre of Land covered with Water, with the Appurtenances

tenances in *Kingstorton*: To which Writ so to be sued forth and prosecuted the said *J. H.* and *J. K.* shall and will appear, and after Declaration against them shall vouch or call to Warranty the said *W. H.* who shall thereupon all appear and enter into the Warranty, and after Declaration against him shall vouch or call to Warranty the Common Vouchee or Minister of the said Court who shall thereupon also appear and enter into the Warranty, and after Declaration against him shall imparle and after make default that thereby a Common Recovery with double Vouch may be had and suffered and Judgment given for the said *J. H.* and *J. C.* to recover the said Messuage or Tenement Lands, Tenements, Closes, Leasowes, Pastures, Meadows and Premises in the said Writ to be comprized or mentioned as aforesaid with the Appurtenances against the said *J. H.* and *J. K.* And for the said *J. H.* and *J. K.* to recover in value against the said *W. H.* And for the said *W. H.* to recover over in value against the said Common Vouchee Minister of the said Court according to the custom of the said Mannor, and the form of Recoveries used for assurance of Lands within the said Mannor, And it is here Covenanted, granted, concluded, agreed and declared and between all the said Parties to these Presents, and all and every the said Parties to these Presents do here Covenant, grant, conclude, agree, express, signify and declare that these Presents and the Judgment and Recovery to be had and suffered as aforesaid, and all and every other Judgment, Recovery, Fine, Feoffment and other assurance and assurances whatsoever had, made, done, acknowledged, levied, executed or suffered, or hereafter to be had, made, done, acknowledged, levied, executed or suffered by or between the said parties to these Presents any of them or concerning the said Premises, any part thereof, and the full force, execution and effect thereof shall be, and ever shall be deemed, taken and adjudged to be and enure, &c. And the Recoverer and Reversers before named, and every of them and their and every of their Heirs, and all and every other Recoverer and

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overers, and his and their Heirs shall from the making, offering and execution thereof, stand and be seised in all and singular the said Messuage or Tenement of Lands, Tenements, Hereditaments and Premises with the appurtenances to and for the only proper use and behoof of the said *W. H.* and that his Heirs and Assigns for ever. And to or for none other use, estate, intent or purpose whatsoever. In Witness whereof all the said parties to these Premises to every part hereof have set their Hands and Seals the day and year first above written,

Be it remembered that peaceable and quiet Possession and Possession of and in the Messuage or Tenement within mentioned to be granted and enfeoffed, was had, taken and delivered by the within named *W. H.* in his proper Person unto the within named *J. H.* and *J. K.* in the name thereof and of the Lands, Tenements and Premises within the day of the date within written, to hold to them and their Heirs, according to the force and effect of the Deed within written, in the Presence of us, &c.

Leases.

Leases.

A Lease of a House.

This Indenture made the day of &c. in the &c. year of the Reign &c. Anno. Dom. &c. Between M. G. of &c. the one part, Witnesseth, That the said M. G. for, and in Consideration of the Rents, Covenants, and Agreements hereafter, in these presents reserved, mentioned and contained on the part and behalf of the said H. J. his Executors, Administrators and Assigns, to be paid and performed; Hath demised, granted, and to Farm Lett and by these Presents doth demise, grant, and to Farm Lett unto the said H. J. All that Messuage and Tenement wherein he now dwelleth: Situate &c. together with Cellars, Rooms, Chambers, Lights, Easements, Commodities and Appurtenances whatsoever to the said Messuage or Tenement hereby mentioned to be demised, now longeing, or appertaining, and as the same is now in the occupation of him the said H. J. together with the use of and singular &c. **To have and to hold** the said Messuage or Tenement, and all other the before demised Premises with the Appurtenances unto the said H. J. his Executors, Administrators and Assigns from &c. unto the full end and term of &c. from thence next ensuing and fully to compleat and ended, **Yielding and paying** therefore unto the said M. G. his Executors, Administrators and Assigns the sum of &c. at the day of &c. And if it shall happen the said yearly Rent of &c. to be behind and unpaid at any part, or in all, by the space of &c. days next after the said days, in which the same ought to be paid as aforesaid, being lawfully demanded at the above demised Premises, that then and from thenceforth, it shall and lawfully may be lawful for the said M. G. his Executors, Ad-

or Assigns, or any of them, into all and singular
 the said demised Premises with the Appurtenances or into
 any part thereof in the Name of the whole wholly to
 enter, and the same to have again, Re-possess and Enjoy,
 in His, or their first and former Estate, and that from
 and after such Re-entry made this Present Indenture of
 Lease, and every thing therein Contained shall cease and be
 utterly void and of none Effect, any thing herein Contain-
 ing to the contrary notwithstanding. And the said H. J. for
 himself, his Executors, Administrators, and Assigns, and
 every of them doth Covenant, promise and grant to and
 with the said M. G. his Executors, Administrators, and
 Assigns, by these Presents, in manner and form following,
 that he the said H. J. his Executors, Ad-
 ministrators, and Assigns, at his, their or some of their
 sole Costs and Charges, shall and will from time to time,
 at all times hereafter, when and as often as need shall
 require, during the said term hereby demised well and
 sufficiently repair, support, uphold, maintain, amend,
 and keep Repaired the said Premises hereby demised, with
 the Appurtenances and every part thereof, and all the
 Walls, Fences, and Inclosures of, and belonging to the
 said Premises, in, by and with all manner of needful
 and necessary Reparations and Amendments whatso-
 ever, during the said Term, And also shall bear
 and pay two parts in three parts divided of the Char-
 ges for emptying, cleansing, and amending of the Privy
 and Widraught which serveth the demised Premises and
 the House now in the occupation of the aforesaid J. C. as
 occasion shall require in that behalf: and at the
 expiration of the said Term hereby granted, or other sooner de-
 termination of this present Lease, which shall first happen,
 the said Premises peaceably and quietly yeild up unto the said M. G.
 his Executors, Administrators or Assigns, the said demised
 Premises, and every part thereof, well and sufficiently re-
 paired, upholden, fenced, paved, cleansed, scoured and
 mended, together with the Goods and Implements
 mentioned in the Schedule Indented hereunto Annexed in

as good Case and Condition, as the same now are, (Reasonable use and wearing thereof in the mean time on excepted) together also with all doors, windows, partitions, studies, casements, glass, lead and iron, thereunto fixed and belonging, and without making, doing, or suffering, any waste, detriment, or spoil, in, or upon the said demised Premises, or any part thereof. **And also**, that shall and may be lawful to and for the said M. G. his Executors, Administrators and Assigns, and also to and *W. L. H. G. and R. C.* surviving Feoffees for the Poor, resident in the Parish of &c. and the Survivor of them their Heirs, and Assigns, four times during the said Term, one year at their wills and pleasures, to enter and come to the said demised Premises, and every part thereof, to view and see the state of the Reparations of the same Premises; and if any decays, or defaults, of, or for want of Reparations, shall be then, or there found, that then the said H. J. his Executors or Assigns, shall and will, and sufficiently Repair and amend All and singular, every the same decays and defaults so found from time to time, within three Months after every such view and warning left, for the Repairing thereof. **And further**, that he the said H. J. his Executors, or Assigns, shall at any time or times during the said Term, do, or cause to be done, any act or thing whatsoever, in, on, or about the said demised Premises, or any part thereof, which shall be in Annoyance to any of the Tenants of the said Feoffees, there near Inhabiting. **And** that he the said H. J. his Executors, or Assigns, shall from time to time, when and as often as occasion shall require during the said Term of one whole year permit and suffer the Tenant and Tenants of the said Feoffees, their Heirs and Assigns, which have their Houses, or Grounds adjoining upon the said demised premises, or any part thereof, to have free Liberty of Ingress, Egress, and Return to themselves and their Workmen at convenient times to come into the said demised Premises, to Amend and Repair their Houses, Fences, Sinks and Gutters on the

(Re) adjoyning to the Premises thereby demised. And
 in every such Case the said H. J. his Executors or
 Assigns, shall from time to time stand to and obey such
 and direction therein, as the said Feoffees, their
 and Assigns, shall set down and appoint in that be-
 if there shall happen any Controversy in that Case,
 shall also permit the Tenants of the said house, now
 occupation of the said H. J. at all times during the
 term to enjoy their Water Courses, or passage for their
 through the Yard hereby demised as formerly bath-
 used according to the Exception above written, and
 meaning of these presents. And the said H. J. for him-
 his Executors &c. doth Covenant, &c. to and with
 M. G. his Executors &c. That he the said H. J. his
 Executors, &c. shall and will, well and truly pay the said
 Rent of &c. above reserved unto the said M. G. his
 Executors, Administrators or Assigns from time to time,
 and as often as the same, or any part thereof shall
 and payable, during the said Term of one whole
 at such days and times, and in such manner and form
 same are before in these Presents Respectively limit-
 appointed to be paid, without fraud or Covin:
 also shall bear and pay All rates, Duties, Payments
 Assessments, which are, or shall be due and payable,
 to the Church, Parish or Poor of &c. for, or
 of the said demised Premises, or any part there-
 ing the said Term; as which shall grow, or hap-
 reason of any Inmates, or other persons that shall
 lodg. or reside in the said demised Premises, or
 thereof; And of and from all and every the said
 Duties, Payments and Assessments, and every of
 and from all Suits, Troubles, Costs and Damages, to
 concerning the same, shall clearly Discharge, or well
 ciently keep harmless the said M. G. his Executors,
 Administrators or Assigns, and the said demised Premises
 of them. And the said M. G. for Himself, his
 Executors, Administrators and Assigns, doth Covenant,
 and Grant to and with the said H. J. his Executors

Administrators and Assigns, by these Presents that he said H. J. his Executors, Administrators and Assigns, the Rent of &c. in form aforesaid to be paid, and un- and according to the Covenants Reservations and Agreements in these Presents Contained, which on his and the parts, are or ought to be performed, shall or may peaceably and quietly have, hold and enjoy the Premises above demised, with the Appurtenances (except before excepted) during the said Term hereby Granted: without any Suit, Trouble, Eviction or Interruption of the said H. J. his Executors, Administrators, or Assigns, or any of them, or of any other person or persons whatsoever Lawfully claiming, or which shall or may Lawfully Claim, by, for, or under him them, or any of them; or by, his, their, or any of their Means, Consent, or procurement: And free and clear, and freely and clearly Acquitted Discharged of and from the Rent, and Covenants served, mentioned and contained in the Indenture Lease, by virtue whereof the said M. G. holdeth and enjoyeth the said Premises above demised, and is free from all Actions, Suits, Distresses, Costs, Charges Damages, to arise, grow or happen, touching the same in any manner of wise. *In Witness, &c.*

A Lease of a Brew-House.

This Indenture made, &c. between *H. K.* of &c. and *I.* his Wife of the one part, and *A B* of &c. the other part ~~Witnesseth~~, That as well for and in Consideration of the Sum of &c. of Lawful &c. to the said *H. K.* and *J.* his Wife, or to one of them by the said *H. K.* at or before the Ensealing and delivery of these Presents, well and truly paid, the Receipt whereof, They the said *H. K.* and *J.* his Wife do hereby acknowledge, and thereof and of every part thereof, do Acquit, Release and Discharge the said *A. B.* his Executors and Administrators for ever by these Presents. ~~It~~ also for and, in consideration of the Rents and Covenants herein reserved and Contained on the part and behalf of the said *A. B.* his Executors, Administrators and Assigns, to be paid and performed in manner hereafter Expressed, They the said *H. K.* and *J.* his wife have Demised, Granted and to Farm Let, and by these Presents do Demise, Grant and to Farm unto the said *A. B.* all that Messuage, or Tenement and Brew-house lately called or known by the Name of the Brew-house now, or late in the occupation of the said *H. K.* together with the &c. belonging or in any Case pertaining, or to, or with the same now, or late used and enjoyed by the said *H. K.* And also the use or occupation of all and every the Coppers, Brewing vessels, Utensils and Implements of Brewing, and other fixed things which are Remaining and being in and about the said Messuage, Tenement, Brewing-house and Premises, and which are mentioned and Expressed in the Inventory or Schedule, to these presents Annexed, with the values and rates thereof. And also, all that back Tenement, or Cellar-house, with a small Yard and Backside thereto adjoining, lying behind and near adjoyning to the said Messuage, or Tenement and Brew-house, which now is or was in the Tenure or occupation of the said *H. K.* his Assigns; and all Ways, Passages Lights, Easements, Commodities, or Appurtenances to the said Back Tenement,

belonging or appertaining : All which said demised Premises are Situate, lying and being in &c. in the County of &c.
To have and to Hold, the said Messuage or Tenement &c. Brew-house, back Tenement, and all other the Premises before, by these Presents demised or meant, mentioned Intended to be hereby demised and granted with their every of their Appurtenances unto the said A. B. Executors, Administrators and Assigns, from the &c. coming after the Date of these Presents, unto the full and Term of &c. from thence next Ensuing, and so to be compleat and ended ; Yeilding and paying there yearly and every year during the said Term of &c. here Granted to the said H. K. and J. his Wife, their Executors, Administrators or Assigns, the Rent or sum of of Lawful money of *England*, at upon the day &c. by B and Equal portions. And the said A. B. for himself, Executors, Administrators and Assigns doth Covenant, promise and Grant to, and with the said H. K. and J. his Wife Their Executors, Administrators and Assigns, by these Presents, in manner and form following, (that is to say) That he the said A. B. his Executors, Administrators, Assigns, or some of them, at His, Their, or some Their own proper Costs and Charges, shall from time to time and at all times hereafter during the said Term Years hereby Granted, well and sufficiently Repair, hold, Support, Maintain, Sustain, Amend and Keep the said Messuage, or Tenement and Brew-house, back Tenement, Mill-house, Still-House and all other the Premises above by these Presents demised, and every part and parcel thereof, in by and with all, and all manner of full and necessary Reparations and Amendments, whatsoever And also, all Fences, Seiges, Gutters, Sinks, Pavements, Vaults and Widraughts thereunto belonging, or otherwise Appertaining, shall Cause to be well and sufficiently Fenced, Cleansed, Scoured, Purged, Emptied and Amended, when, where, and as often as need shall be required, during the said Term &c. Or within the space of &c. next after monition, warning, or Notice given

left in writing for the doing thereof, as is here under men-
 tioned; and the same Premises and every part and parcel
 thereof, so being well and sufficiently repaired, upholden,
 supported, sustained, maintained, fenced, scoured, purged
 emptied, amended and kept at the end of the said Term
 of &c. hereby demised, or other sooner determination of
 this present lease, which shall first happen peaceably and
 quietly, shall and will leave, surrender and yeild up, to-
 gether also with all and every the said Copper, Brewing
 Vessels, and other Goods and Things in the said Annexed
 Schedule mentioned, or in lieu of them or any of them,
 the value and price of such of them as shall be wanting
 so much as shall make them that remain to be of the
 value in the same Schedule expressed according to the
 Covenants and Conditions hereafter mentioned in that Be-
 half **And further** that it shall and may be Lawful as
 well to and for the said *H. K.* and *J.* his wife their Execu-
 tors, Administrators and Assigns, and also to and for all
 and every of the Land-lords and owners of the Premises
 their Heirs, Executors and Assigns, with workmen or
 others in their or any of their Company, or Companies,
 with or without, twice in every year yearly during the said
 Term, at Seasonable and Convenient times in the day time
 to enter and come into, and upon the said Messuage or
 Tenement, Brew-house, back Tenement and other the
 Premises above by these Presents demised, and into every,
 any part or parcel thereof, there to view, search and
 see the decays, defaults and wants of Reparations, Fen-
 cings, Cleansings or Scourings of the same Premises, and
 of all and every such decays and defaults, wants of Repa-
 rations, Fencings, Cleansings or Scowrings as upon every,
 any such view or search made shall be found needful to
 be Repaired, Fenced, Cleansed, Scowred or amended to
 give or leave Notice or warning in writing at the above
 demised Premises to and for the said *A. B.* his Executors,
 Administrators and Assigns, to repair and amend the same
 within the said space of &c. then next following, and
 the said *H.* for himself and the said *J.* his wife, for either

of them, their and either of their Execut. Administrators and Assigns doth Covenant, Promise and Grant to and with the said *A.B.* his Executors, Administrators and Assigns by their Presents that he the said *A.B.* his Executors, Administrators and Assigns, under and according to the Rent, Covenant Conditions, and Agreements herein reserved and contained of his and their parts to be paid, observed, fulfilled and kept, shall and may Lawfully, Peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage, or Tenement and Brew-house, back Tenement and all other the Premises hereby demised, and every part and parcel thereof with their and every of their Appurtenance for and during the said Term of, &c. hereby Granted, without the Let, denial, eviction, claim, demand, molestation or interruption of him the said *H.K.* and *J.* his wife or either of them their or either of their Executors, Administrators or Assigns, or of any person or persons Lawfully Claiming or to Claim from, by, or under them or either or any of them or their or any of their Right Title, Neglect, Default, faults, Consent or Procurement; and that freed and discharged by them the said *H.K.* and *J.* his Wife the Executors, Administrators and Assigns, well and sufficiently saved and kept harmless and Indemnified of and from the Rent, and Rents reserved and to be paid by or upon the Original Lease or Leases by which the said Lessor or any of them hold the said demised Premises or any part thereof, for the same Premises or any part or parts thereof, or of any other Tenements, parcels of Ground or Premises formerly therewith demised; and of and from all and all manner of Forfeitures, distresses or damages which shall happen to be levied, had or recovered of, upon the demised Premises or any part thereof, or of against the said *A.B.* his Executors or Administrators or his or their Goods, or Chattels for or by Reason of the non-Payment of the said Original Rent or Rents, in any wise. **Provided always,** That if it shall happen the said yearly Rent of &c. or any part thereof to be unpaid in part or in all by the space of one and Two

days next, over or after any of the said Feasts or days of
 payment on which as aforesaid the same ought to be paid
 Lawfully demanded; That then and from thence-
 forth, it shall and may be Lawful to and for the said H. K.
 and J. his Wife their Executors, Administrators and
 Assigns, into all and singular the said demised Premises, or
 any part or parcel thereof, in the name of the whole,
 wholly to Re-enter and the same to have again, retain and
 possess, as in their, or either or any of their first and
 former Estate or Estates, This Indenture or any thing
 therein Contained to the Contrary thereof, in any wise
 notwithstanding. And it is Covenanted, Granted and
 Conditioned, Concluded and Agreed by and between the
 said H. K. and J. his Wife and the said A. B. mutually for
 themselves, their Executors, Administrators and Assigns, by these
 presents, in manner as followeth, that is to say, that at
 the end of the said Term of &c, or other sooner determi-
 nation of this present Lease, (first happening) the said Cop-
 per, Brewing vessels, Implements and Utensils of Brewing and
 other goods and things in the said Annexed Schedule menti-
 oned shall be by two indifferent persons whereof the one of
 them to be Chosen and Appointed by the said H. K. and J. his
 Wife their Executors, Administrators or Assigns, and the
 other of them to be Chosen by the said A. B. his Execu-
 tors, Administrators or Assigns, and then rated, valued
 and appraised, and that if according to the said then Rate
 the value the said Copper, Brewing vessels, and other
 goods, and things shall be of less worth and value than
 is mentioned and set down in the said Annexed Sche-
 dule, that then he the said A. B. his Executors, Admini-
 strators or Assigns; shall and will satisfy and make good
 to the said H. K. and Isabel his Wife, their Executors,
 Administrators or Assigns, in money what shall be wan-
 ted thereof. And that if according to the said then Rate,
 the said Copper, Brewing vessels, goods and other things
 shall be of more worth and value than is expressed and
 set down in the said hereto Annexed Schedule, that then
 the said H. K. and Iz. his Wife their Executors, Ad-
 ministrators

ministrators or Assigns shall and will satisfie, make good and allow to the said *A. B.* his Executors, Administrators or Assigns, in money the overplus thereof according to the true Intent and meaning of these Presents. And when the said *H. K.* and *Iz.* his Wife hold the premises among other things by **Indenture of Lease** to them granted and from *J. N.* late of &c. deceased, for a longer Term and at or under a greater Rent than is herein before mentioned and reserved, now it is Covenanted, Conditioned and Agreed by and between all the said parties to these Presents the said *H. K.* for himself and the said *Izabel* his Wife his Executors, Administrators and Assigns, doth hereby Covenant Promise and Agree to and with the said *A. B.* his Executors, Administrators and Assigns, That it shall and may be lawful for the said *A. B.* his Executors, Administrators and Assigns from time to time during the said Term to pay and satisfy the said yearly Rent of &c. of Lawful money of England, as in before reserved unto the Executors, or Administrators of the said *J. N.* deceased towards the payment and charge of the Rent reserved in the **Indenture of Lease** whereby the said *H. K.* holds the premises from the said *A. B.* as aforesaid, and that all and every the Rents and Sums of money that shall be by the said *A. B.* his Executors, Administrators or Assigns, so paid to the Executors, Administrators or Assigns of the said *J. N.* aforesaid, shall be from time to time allowed of by the said *H. K.* and *Iz.* his Wife his Executors, Administrators and Assigns, in discharge of the said yearly Rent thereby reserved, any thing herein Covenanted to the contrary notwithstanding. In Witness whereof the said Parties to these present **Indentures** of Lease have set Their Hands and Seals the day of the Year first above written.

This Indenture made the &c. Between H. N. of &c. Widow the late Wife and Administratrix (with a Will Annexed) of all and singular the Goods and Chattels, Rights and Credits late of or belonging to J. N. late, &c. deceased of the one part, and A. B. Citizen of the other part, Whereas H. K. of &c. and his Wife by Indenture of Lease, bearing date the day of the date hereof, for the considerations therein mentioned did demise, grant and to farm let unto the said A. B. his Executors, Administrators and Assigns, a Messuage or Tenement and Brew-house, with the Brewing Vessels, Coppers and Utensils and Appurtenances thereunto belonging, with a Tenement, Yard and Backside thereunto adjoining Scituate and being in &c. in the County of &c. for the Term of &c. Commencing from &c. next ensuing the date of these Presents, at and for the yearly Rent of &c. of lawful Money of *England*, payable at the four most usual Feast days, in the said Lease expressed, by the same Indenture of Lease, amongst divers other Covenants, Conditions and Agreements, therein contained, relation being thereunto had, may plainly appear: which said Messuage or Tenement, Brew-house and Premises the said H. K. and J. his wife have and hold, amongst several other things, by Indenture of Lease, to them granted by and from the said J. N. in his Life time for a longer Term and at greater Rent than is in the said Indenture granted to the said A. B. as as aforesaid reserved and mentioned. **And** Whereas the said A. B. contented and agreed, by and with the consent of the said H. K. and J. his Wife testified by being made Witnesses hereto, to pay the said yearly Rent of &c. unto the said H. N. her Executors, Administrators or Assigns, towards the Satisfaction of what Rents are reserved and payable in the said Indenture of Lease granted by the said J. N. as aforesaid, and wherewith the said Brew-house and Premises are charged or chargeable. **Now this Indenture Witnesseth**, That in consideration thereof, the said

said *H. N.* for her self her Executors and Administrators doth hereby covenant, promise, grant and agree, to and with the said *A. B.* his Executors, Administrators and Assigns, that he the said *A. B.* his Executors, Administrators and Assigns, paying the said yearly Rent of &c. of lawful money of *England*, unto the said *H. N.* her Executors, Administrators or Assigns, at the four most usual quarterly days of payment in every year in the said recited Indenture of Lease Expressed and limited to be paid, or within One and Twenty days next after every of the same Feasts, and observing, performing and keeping all other the Covenants, Conditions and Agreements in the said Indenture of Lease to him the said *A. B.* made from the said *H. K.* and *J.* his wife as afore said mentioned and expressed shall and may lawfully, peaceably and quietly have, hold, occupy, possess and enjoy all the said Messuage or Tenement and Brew-house, back Tenement and all other the demised Premises before mentioned to be demised and granted to the said *A. B.* as afore said, and every part and parcel of them and every of them, with their and every of their appurtenances, and during all the said Term of years in and by the said recited Indenture of Lease mentioned to be granted without any lawful Let, Suit, Trouble, Expulsion, Disturbance, Interruption, Claim or Demand of or by the said *H. N.* her Executors, Administrators or Assigns or any of them, or of or by any other person or persons lawfully Claiming or to Claim by from or under her, them, any of them, or by from or under the said *J. N.* demised, or by their or any of their means, Act, Right, Interest, Consent, default or procurement, free and clear, lawfully Accquitted and discharged or otherwise, by her the said *H. N.* her Executors, Administrators or Assigns shall be kept harmless and Indemnified of and from the payment of any Rent or Rents and performance of all or any the Covenants, Conditions and Agreements reserved and mentioned in the original Indenture of Lease or Leases whereby she the said *H. N.* holds the Premises and

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other things, and of and from all Actions Reentries Forfeitures, Distresses and Damages, concerning the same Rents and Covenants or any of them. *In witness,* whereof the said Parties to these present Indentures interchangeably have set their Hands and Seals, the day and year first above written.

*Conveyances by way of a Lease, and
Release of Lands.*

This Indenture made, &c. Between T. P. of &c. of the one part, and J. B. of &c. of the other part, *Witnesseth,* that the said T. P. for and in consideration of the Sum of Five Shillings of good and Lawful money of England, to him in hand paid by the said J. B. at and before the enfealing and delivery of these presents, the Receipt whereof he the said T. P. doth hereby acknowledge, hath Granted, Bargained and Sold, and by these Presents doth Grant, Bargain and Sell unto the said J. B. all that the Mannors of R. with the appurtenances in &c. and all Freeholds, Messuages, Houses, Dove-houses, Woods, Under-woods, Edifices, Buildings, Cartilages, Yards, Gardens, Orchards, Lands, Meadows, Pastures, Commons, Commons of Pasture, Wafts, wast Grounds, Closes, inclosed Grounds Bruery and Health grounds, to the said Mannor belonging or in any wise appertaining, And all those Lands, Tenements and Hereditaments holden of the Mannor of R. with their and every of their Rights Members and Appurtenances, and all other his the said T. P.'s Mannors, Messuages, Lands, Tenements and Hereditaments and his parts and purparts, and portions of any Mannors, Messuages, Lands, Tenements and Hereditaments which were purchased in Fee, by J. S. late of &c. deceased, of and from &c. and also all that Messuage or Tenement, called or known by the name or sign of &c. Scituate and being &c. in the possession of &c. And also the Patronage, Donation, Advowson and free Disposition of the Rectory of the Parish Church of &c. in the said County

County of &c. Together with all Houses, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Pastures, Woods, Underwoods, Feedings, Waters, Estrays and Hereditaments whatsoever to the said Mannors, Messuages, Lands, Tenements and Premisses, or any or either of them or any part or parcel of them belonging, or in any wise appertaining, or at any time heretofore accepted, reputed, taken, used, occupied or enjoyed, as part parcel or member thereof, and also all his parts purparts and portions, of and in the said Mannors, Messuages, Lands, Tenements and Hereditaments, and other the Premisses, or any or either of them, and all the part and parts, purparts, portion, and all the Estate, Right, Title, Interest, Use, Trust, Claim and Demand whatsoever of him the said T. P. either in Law or Equity, of in, out of, or to the said Mannors, Messuages, Lands, Tenements and Hereditaments whatsoever within the Kindom of *England*, and also the Reversion and Reversions, Remainder and Remainders, Rents, Services and Duties of all and singular the Premisses with the Appurtenances. **To have and to hold** the said Mannors, Messuages, Lands, Tenements, Patronage and Hereditaments, and all and singular other the premisses herein before mentioned, and intended to be hereby Granted, bargained and Sold, and every part and parcel thereof, with their and every of their Appurtenances unto the said J. B. his Executors, Administrators and Assigns, from the day before the date hereof, and for and during and unto the full end and term of one whole year from thence next ensuing, and fully to be compleat and ended, **providing and paying** therefore the Rent of one Pepper Corn only if the same shall be demanded. To the intent that by Virtue of these Presents, and of the Statute for transferring uses into possession, he the said J. B. may be in actual possession of the Premisses, and be thereby enabled to accept a Grant of the Reversion and Inheritance thereof to him and his Heirs. *In Witness, &c.*

A Lease upon Condition.

This Indenture, &c. Witnesseth, That the said C. D. for good Consideration him thereunto moving with Leased, Set, and to Farm let unto the said E. F. that &c. **To have and to hold** the said &c. unto the said E. F. his Executors, Administrators and Assigns from the Feast of &c. for and during the Term of &c. from thence next ensuing fully to be complete and ended; Yielding and paying therefore yearly the Rent of one Peppercorn, at the Feast of &c. if the same be demanded. **Provided always** if the said C. D. his Executors, Administrators or Assigns or any of them do and shall at any time hereafter pay or tender or cause to be paid or tendered unto the said E. F. his Executors, Administrators or Assigns, or to any other Person or Persons to his or their use the Sum of &c. of lawful money of England to the Intent to make void this present Indenture, that then and at all times from thenceforth this present Indenture and the Lease hereby made shall Cease, Determine and be void, nothing herein before contained to the contrary notwithstanding. *In Witness,*

Coveyances of Land by way of Release.

This Indenture made &c. Between T. P. of &c. of the one part, and J. B. of &c. of the other part, *Witnesseth,* That the said T. P. as well for and in Consideration of the Sum of &c. to him in hand paid by the said J. B. as of the trust and confidence in him reposed, by the said T. P. and for divers other good causes and considerations him the said T. P. thereunto especially moving Hath granted, Bargained, Sold, Remised, Released and Confirmed, and by these Presents, doth Grant, Bargain, Sell, Remise,

Remise, Release and Confirm unto the said J. B. (in his actual possession now being by Virtue of a Bargain and Sale to him made by Indenture dated the day before the date hereof, and by virtue of the Statute for transferring of uses into possession, and to his Heirs and Assigns forever, All that the Mannor &c. with the Appurtenances in the County of &c. and all Freehold-Lands, Messuages, Houses, Dove-houses, Woods, Under-woods, Edifices, Buildings, Curtilages, Yards, Gardens, Orchards, Lands, Meadows, Pastures, Commons, Common of Pasture, Waits, waite-Grounds, Closes, inclosed grounds, Bruery and heath-grounds, to the said Mannor belonging or in any way appertaining. And also all that Messuage or Tenement, called or known by the name or sign of the &c. Scituate being in &c. late in the possession of J. T. &c. And also the Patronage, Donation, Advowson and free disposition of &c. together with all Houses, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Pastures, Woods, Under-woods, Feedings, Waits, Estrays and Hereditaments whatsoever to the said Mannors, Messuages, Lands, Tenements and Premises, or any or either of them, or part or parcel of them belonging or in any wise appertaining, or at any time heretofore accepted, reputed, taken, used, occupied or enjoyed as, part, parcel or member thereof, and also all his parts purparts, portions of and the said Mannors, Messuage, Lands, Tenements and Hereditaments, and other the Premises, or any or either of them. And also all the part and purparts, portion, and the Estate, Right, Title, Interest, Use, Trust, Claim, Demand whatsoever of him the said T. P. either in Law or Equity of in out of or unto any Mannors, Messuages, Lands, Tenements and Hereditaments whatsoever within the Kingdom of *England*, and also the Reversion and reversions, Remainder and Remainders, Rents, Services, Duties of all and Singular the Premises with the Appurtenances, together with all manner of Deeds, Evidence, Escripts, Muniments and writings whatsoever concerning the Premises, or any part thereof **To have and to**

the said Mannors, Messuages, Lands, Tenements, Patronage and Hereditaments, and all and Singular other the Premises with the Appurtenances, and the Rents, Reversions and Services thereof unto the said J. B. his Heirs and Assigns for ever. **Nevertheless upon the Trusts** and for the purposes herein after mentioned, that is to say, for and concerning such parts, purparts, or portion of the said Premises, or any part thereof as was devised or mentioned or intended to be devised by the last Will and Testament of M. D. late of &c. in the County of &c. Widow, Mother of the said T. P. or wherein the said J. was intrusted by and for her the said M. D. in trust, and to the intent and purpose that her Will may be performed, and that in order thereunto the said Lands may be sold, and the part or share of the money thereby arising may be applied according to the said Will, and that so much thereof as belongs to the said T. P. shall be paid to him his Executors or Administrators. **And** for and concerning such other parts or shares, purparts or portions of the Premises as the said T. P. at the first Execution of these presents, was seized of in his own Right and not Intituled unto by virtue of the Will of his Mother, in Trust, and to the intent and purpose, that the said J. B. and his Heirs shall and will permit and suffer the said T. P. and his Heirs to receive the Rents and Profits thereof during his natural Life, and after his Death, the said J. B. and his Heirs shall stand and be seised thereof, and in such manner as for such purposes as the said T. P. by his last Will and Testament, in writing, or by any writing signed and Sealed in the presence of two or more **Witnesses**, shall appoint for want of such appointment, that then the said J. B. and his Heirs, shall stand and be seised thereof to the use now the Wife of the said T. P. for and during the term of her natural Life, And after her Death, to the use of the Heirs of the Body of the said T. P. on the body of the said R. his Wife begotten or to begotten. And for want of such Issue to the use of the Heirs of the Body of the said T. P. And for want of such Issue to the use of

of the said R. her Heirs and Assigns for ever. **Provi-**
Nevertheless That it shall and may be lawful to and for
 the said T. P. by his Last Will and Testament in writing
 or by any Deed under his Hand and Seal executed in the
 presence of two or more Credible Witnesses, to Alter
 Change, Revoke or make void these Presents, or all or
 ny of the Use or Uses, Trust or Limitations aforesaid, and
 thereby or otherwise, to Limit, Direct or Appoint any
 new use or uses, trust or trusts, Estate or Estates to such
 Person or Persons, and in such manner as the said T.
 shall think fit, these Presents or any thing herein contain-
 ed to the contrary thereof in any wise notwithstanding
In Witness &c.

A short Lease of Ejectment

This Indenture made &c. Between E. B. of &c.
 the one part, and E. C. of &c. of the other part
 witnesseth, That the said E. B. for divers good and val-
 ble considerations, him hereunto moving, hath Let
 Set and to Farm Let, and by these Presents, doth Let
 Set and to Farm Let, unto the said E. C. his Executors
 Administrators and Assigns, **All that &c. To have and**
hold the said &c. unto the said E. C. his Executors,
 ministrators and Assigns, from the Feast of &c. for
 during, and unto the full end and term of &c. from the
 next ensuing and fully to be compleat and ended, Y-
 ing and paying therefore yearly during the said Term
 to the said E. B. the Rent of one Pepper-Corn on
 Feast of &c. if the same shall be lawfully Demanded
Provided always, That if the said E. B. his Ex-
 tors, Administrators or Assigns, or any of them do
 shall at any time hereafter pay or tender, or cause
 paid or tendred unto the said E. C. his Executors,
 ministrators or Assigns, or to any other Person or Per-
 to his or their use, the sum of &c. of lawful money
England, to the intent to make void this present In-

ture, That then and at all times from thenceforth afterwards, this present Indenture and the Lease hereby made of the Premises with the Appurtenances, shall cease, determine and be utterly void and of none Effect, to all intents, constructions and purposes whatsoever, any thing herein contained to the contrary thereof in any wise notwithstanding. In Witness whereof the said Parties to these Presents have interchangeably set their Hands and Seals the day and year above written,

A Demise of Ground in a Precinct where there is one General Landlord, and Covenant to build an House with Workmanlike Directions, and several special Covenants relating to the Precincts, and for the common good of other the Inhabitants.

This Indenture made, &c. Between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, Witnesseth that the said *A. B.* for and in consideration of the yearly Rent herein after reserved, and of the performance of the Coveriants on the part and behalf of the Lessee hereafter Covenanted to be performed, and for divers other good, &c. hath Demised, Leased, set and to Farm-let, and these Presents doth, &c. unto the said *C. D.* his Executors, Administrators and Assigns, All that Parcel of Ground containing in length, &c. (and so but it and bound it particularly) and whereupon there is now standing certain Buildings being used for Booths, together with free egress and regress in, and to and out of the same through all the Gates now used into, &c. (Except and always reserved out of this Demise of the said *Exception of Pipes of Lead.* Premises unto Sir *H. R.* of, his Heirs and Assigns during the continuance thereof,

all and every such Pipe or Pipes of Lead as now are or lie within the Ground or Soil of the said Parcel of Ground by these Presents mentioned or intended to be Demised, and which the said Sir R. H. his Heirs or Assigns shall be pleased and think good, and lay in the same Parcel of Ground together also with the Layer of the said Pipes during the time aforesaid, and also except and always reserved unto the said Sir R. H. his Heirs and Assigns free liberty ingress, egress and regress, to and for the the said Sir R. his, &c. and to and for his and their Servants, Labourers and Workmen with, &c. and other things necessary all and every time and times and from time to time during the continuance of this present Demise so often as need or occasion shall be or require to come into and

Liberty to break the Ground to amend the Pipes.

on the Premises, or into and upon any part thereof, to break the Soil and Ground thereof, or of any part thereof, for the amending and repairing of all the Pipe and Pipes of Lead as shall during the continuance of this present Demise happen to be in decay or stand in need of repairing (the said Ground to be made good again the Costs and Charges of the said Sir R. H.

Habend. Heirs and Assigns) **To have and to hold,** Yeilding and paying, &c. the first Payment thereof to be made at the Feast-day of, &c. And if it

open the said yearly Rent of, &c. that then and from the forth it shall and may be lawful to and for the said Sir R. his &c. into the said hereby demised Premises, and enter or any part thereof in the name of the whole wholly re-enter and the said C. D. his &c. to expell remove put out the possession thereof, and the same to have again possess and enjoy as in his or their former Estate, **Indenture,** &c. notwithstanding. And the said C. D. himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said A. B. his, by these Presents that he the said C. D. his, &c. shall

will at his and their own proper Costs and Charges (in all things) make, erect, let up, finish or cause to be made, erected, set up and fini-

Covenant that the Lessee shall build an house upon the ground Demised.

shed before the Feast of, &c. upon the said Ground and Soil hereby mentioned or intended to be Demised, one good and substantial Building of Timber Brick or Stone to be Framed and made into a Messuage-house or Tenement of three Stories High, besides the Garret, from the Groundsills thereof to the Razons, the Lower Story there-

of to be Nine Foot High at the least; the *The Dimensions.* Second Story to be Eight Foot high at the

least; and the third Story to the Razons seven Foot high at the least; the said first and second Stories to be jetted.

[Then set down the Scantlings and Dimensions

of the Sommers, Joists, Spars, Razons, Groundsills Scantlings and Timber thereof, &c.] And shall and will

make or cause to be made to every Room thereof two im-
bowed transome Windows of Carpenters Work, Brick or
Stone of six Foot wide every Window at the least; and
shall and will Glaze all the said Windows, and also shall and
will Ciel all the said Floors over Head with Lime and
Hair without any Loam, and sufficiently and in a Work-
man-like manner Lathe with Lime and Hair only all the
Out-sides of the said Buildings; and shall and will make
convenient Dormer Windows to all the Garrets of the said
intended House or Tenement, and shall Tyle over the said
Building, and lay the Tyles with Lime and Sand, and dry-
ing none, and shall and will make convenient Doors,
Hooks, Hinges, Locks and Keys to all the Rooms of the
said House or Building, and shall Lay and Floor all the
Floors thereof with Inch-boards, and Nail them with
eight-penny Nails, and make convenient Chimneys with
Brick, Lime and Sand to the said Tenement, and shall and
will make one Convenient Cellar throughout under all the
said Buildings, and Pave the said Cellar with Brick, and a
Vault of Brick for a Privy and the Vault so to be carried

up into the Garret of the said Tenement, and shall and will Pave with good Stone, half the Alleys or Streets on both sides of the said Building.

[Covenant to keep in repair and so to leave it at the end of the said term.] *[Covenant that it shall be lawful to enter to view the decays, &c.]*

Covenant that Lessee shall keep no Inmates.

And the said C. D. for himself, &c. doth Covenant, &c. That he the said C. D. his Executors, Administrators and Assigns shall not and will not at any time or times during the said term have above one Household or Family in the said intended House or Tenement, and neither shall nor will entertain or take in any Inmate or Inmates within or into the said House or Tenement to inhabit there as an Inmate, and that the said C. D. his, &c. shall not Visually

Nor keep a Publick Victualing-House.

nor keep any Publick Victualing in the said House or Tenement at any time during the said term without the special License of the said A. B. his, &c. first had and obtained in Writing.

And further that he the said C. D. his, &c. shall and will from time to time during the said term bear and pay a

And shall pay Taxes as the rest of the Tenants there.

such Weekly, Monthly Quarterly and Yearly Charges as he or they or the said Tenants or Inhabitants there shall be set and rated at by the said Sir R. H. his, &c. or his Officer or Officers towards Watch-candle, Light or Lamp Scavengers, Gate-keepers, Ladders, Buckets, and Contribution for bringing of Water into the Cloth-Fair for the general good according to the rate of the other Inhabitants there.

Proviso, that if he do not finish the Building before such a time the Lease to be void.

Provided always, and is Covenanted, granted, concluded and agreed by and between the said Parties these Presents, that if

said C. D. his, &c. or some of them shall not or do not before the said Feast-day of, &c. at his own Costs and Charges, make, erect, set up and finish the said House, Tenement or Building (in all things to the said Building belonging) in such sort and manner as the said C. D. hath before in these Presents Covenanted to do, and according to such his said Covenant and the true intent and meaning thereof, that then and from thenceforth this present Demise and every Article, Clause and Agreement in these Presents contained and comprized to be frustrate and of none effect, and the Estate and Term hereby granted and conveyed to the said C. D. to cease, determine, and be utterly void to all Constructions, intents and purposes whatsoever. [Covenant by the Lessor for quiet Enjoyment.]

And lastly, the said C. D. for himself, his, &c. doth Covenant and grant to and with the said A. B. his, &c. that he the said C. D. his, &c. at his and their own proper Costs and Charges (in all things) shall and will (before such a Feast) raise and heigh-

ten the Ground where the said new Building shall be made, and whereon it shall be erected in such good and sufficient manner as that the

A Covenant that he shall raise the Street so that the Soyl and Water be carried away without Nufance.

Water and Soyl which shall fall, come, or be made from or in the said Building shall and may always run and be carried away without Nufance into the common Sewer down along, &c. and so into Long-Lane to the end the said Building may be kept sweet and wholesome for the Inhabitants that shall there dwell and inhabit.

And whereas there is a purpose and intention that one more Pump or Pumps, Well or Wells, and other Provision for Water shall be made, had, built, erected

or provided in some convenient place or places within the Precincts of the said Clothfair to and for the general good of all the Inhabitants there. Now

Covenant, that the Lessee shall pay his Rate towards making of Pumps or Wells to be used in Common.

he the said C. D. doth in and by these Presents for himself, his, &c. Covenant, grant and agree to and with the said A. B. his, &c. that he the said C. D. his, &c. some or one of them shall and will from time to time and at all times hereafter during the Term hereby granted, pay, satisfie, discharge and defray all such Sum or Sums of Money as are or shall be reasonably Taxed or Assessed upon them the said C. D. his, &c. by the said Sir R. H. his, &c. within three days next after notice given unto the said C. D. his, &c. of the said Assessment and Taxation as well for the use and purpose aforesaid, as also for the amending and repairing the said Pump or Pumps, Well or Wells, or other Provision for Water whatsoever. And in respect and consideration thereof the said C. D. his, &c. shall have for his necessary use the benefit of the said Pump or Pumps, Well or Wells, or other Provision of Water whatsoever in common, together with such other Inhabitants as now are or hereafter shall be dwelling within the Precincts of the said *Clothfair*, and be Contributory to the charge thereof in manner and form as the said C. D. is in and by these Presents chargeable with and liable unto. *Witness*, &c.

▲ Proviso to leave the Land Demised at the end of six Years upon half a Years notice.

PROVIDED also always, and it is mutually declared and agreed on, by and between all the said Parties to these Presents, that if in case he the said J. R. (the Lessee) his Executors, Administrators and Assigns shall at the end and expiration of the first six years of the term hereby Demised be minded and intended to surrender and deliver up the said Premises hereby Demised, and his and their Term Interest and Title therein at the end of the first six years and one half year of the term hereby Demised, and thereupon shall give or leave notice in writing to the said R. B. and P. W. (the Lessors) or one of them at or in the now Dwelling

ing-house of, &c. at or before the said end of the first six years of the said term of, &c. such his mind or intention, that then the Lease or term hereby Demised shall at the end of the said first six years and an half year of the said term cease and determine as if the said term of seven years had been fully ended and expired, any thing in these Presents contained to the contrary thereof in any wise notwithstanding.

Grant and Assignment of a Lease of Lands made by the King which were seised for a Debt due to his Majesty on Bond, by way of Mortgage, with proper Covenants.

This Indenture made, &c. Between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part Witnesseth, ~~Whereas~~ our Sovereign Lady the *The Queens Grant recited.* Queen by Her Majesty's Letters Parents bearing date, &c. with the advice of Her Highnessful and well beloved Councillors, &c. Lord High Treasurer of England; and, &c. Chancellor of Her Majesty's Court of Exchequer at *Westminster*, and the Barons of the Court hath amongst other things Demised, granted, and to farm-let, unto the said *A. B.* all those two Messuages, &c. with the Appurtenances, situate, lying and being in, &c. in the County of, &c. at the yearly Rent of, &c. which were parcel of the Lands, Tenements and Possessions of *E. F.* of, &c. lately seised into Her Majesty's hands by *F. E.* Esq; then Sheriff of the same County the nineteenth day of, &c. for the Debt or Sum of, &c. which said *E. F.* yet standeth indebted unto Her said Majesty the aforesaid Sum as by his Obligation bearing date, &c. further appear. Except and always reserved out of said Grant and Demise unto our said Sovereign Lady the

Except Timber and Mines.

the Queen, Her Heirs and Successors, all Timber, Trees, Woods, Underwoods, Mines and Quarries of the Premises: **To have and to hold** A these the said Messuages or Tenements, and all and singular other the Premises with their and every of their Appurtenances in, &c. aforesaid, (except before excepted unto the said A. B. his, &c. from the day of the date of the said Letters Patents, for and during so long time the same shall remain and be in the hands of Her Majesty

The Continuance of the Lease.

Her Heirs and Successors. Yielding and paying yearly for the said two Messuages and other the Premises with their and every of their Appurtenances unto the said Queens Majesty, Her Heirs and Successors, the full and whole Sum of, &c. at the Feast of, &c. at the Receipt of Her Majesty's Exchequer at *Westminster*, or to the hands of the Sheriffs of the County for the time being, as by the said Letters Patents bearing date at *Westminster*, &c. may more fully appear.

The Assignment.

This Indenture now further witnesseth, that the said A. B. for and in consideration as well of the Sum of, as also for divers other sundry valuable causes and considerations him thereunto moving, Hath Bargained, Sold, signed and set over, and by these Presents doth Bargain, Sell, Assign and set over unto the said C. D. his Executors, &c. all and singular the said Premises, and all the Estate, Term, Right, Title, Interest, Claim and Demand whatsoever, which he the said A. B. may, might, should or right ought to have of, in or to the said two Messuages, Tenements, and other the Premises with the Appurtenances of the said E. F. in and by the said Letters Patents promised and granted, or meant, mentioned or intended promised and granted to the said A. B. as aforesaid in large and ample manner and form as the said A. B. hath and enjoyeth, or may or ought to have and enjoy

free and vertue of Her Majesty's said Letters Patents to
 granted. **To have and to hold** all the said
 Messuages or Tenements, and all and singu- *Habund.*
 other the Premisses, with their and every of
 their Appurtenances, and all the said Estate, Right, Title,
 Term, Interest, Claim and Demand of the said *A. B.* in
 to the same unto the said *C. D.* his, &c. to his and their
 use and behoof, from the day of the date of these
 presents as amply and fully in all respects, and for so long
 as the said *A. B.* hath, might, should or ought to en-
 joy the same by virtue of the said Letters Patents, or other-
 wise howsoever, subject nevertheless to the Proviso here-
 after mentioned, And the said *C. D.* for himself, his, &c.
 with Covenant and grant to and with the said *A. B.* his, &c.
 that he the said *C. D.* his, &c. and every of them shall and
 will at all time and times hereafter and from time to time
 well discharge, save and
 keep the said *A. B.* his, &c. *A Covenant to save harmless*
 against Her said Majesty *from all Rents, and other Du-*
 his Heirs and Successors of *ties hereafter to grow due.*
 and from all and all manner
 Rent and Rents hereafter to grow due or payable for or
 respect of the said Premisses, as also from all and all
 manner of other Debts, Duties and Demands hereafter to
 grow thereby due and payable for and on the part and be-
 half of the said *A. B.* his, &c. for, in and about the said
 Premisses, or any part or parcel thereof in these
 presents mentioned, bargained, sold, granted or demised
 unto the said *C. D.* his Executors or Assigns.
 Provided always, and it
 Covenanted by and be- *Proviso, if the Money be paid*
 tween the said Parties to *at the day, this Bargain and*
 the Presents, that if the *Sale to be void.*
 said *A. B.* his, &c. or any
 of them do well and truly satisfie, content and pay, or
 cause to be paid, unto the said *C. D.* and his, &c. within *Gray-*
 the said Sum of, &c. at or upon, &c. next *Hall,*
 the date hereof between the hours of, &c. in the
 After-

Afternoon of the same day ; That then upon full and true payment of all the said Sum of, &c. the said *A. B.* his, &c. shall have again to him and them redelivered the said indenture of Lease, with all the whole Estate, Right, Title and Interest of and in the Premises in as full force without any Incumbrance made by the said *C. D.* as the same now is the day of the date hereof, and that then and from thenceforth this present Grant, Assignment, Bargain and Sale shall be to all purposes clearly void and of none effect any thing in these Presents contained to the contrary thereof in any wise notwithstanding. And the said *A. B.* himself, &c. doth further Covenant, grant and agree, and with the said *C. D.* his Executors, &c. by these Presents that he the said *A.*

A Covenant to produce the Letters Patents.

his, &c. some or one of them shall and will produce and shew forth the

Letters Patents to all Person or Persons in any Court or Courts of Judicature, or other place whatsoever the said *C. D.* his, &c. or any of them shall reasonably desire or require of the said *A. B.* his, &c. or any of them for the manifestation of the Title of the said Covenant of in and to the said Premises, and for better defence of the said Demise, Grant, and Sale of the said Premises made by the said *A. B.* to the said *C. D.* his Executors Administrators and Assigns.

Covenant if the Premises are evicted, or if the Queen shall be satisfied her Money, then Assignor shall pay the Assignee the Money.

And lastly, it is further Covenant, concluded and agreed by and between the said Parties to these Presents that if it shall happen that any part or parcel thereof

any time hereafter within the space of, &c. next ensuing the date hereof, and before the said, &c. with all charges to be fully contented and paid unto the said *C. D.* his Executors or Assigns. Or if it shall fortune that the

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Money due unto the Queens Majesty shall be within the said time satisfied and paid by reason whereof the Possession of the said C. D. his, &c. shall or may be avoided and defeated that then the said A. B. shall satisfy, content and pay unto the said C. D. his, &c. the said Sum of, &c. Any Covenant, Article, Clause or Agreement to the contrary notwithstanding. *In Witness, &c.*

A Lease of certain Rooms and Goods to a Victualer for three years, and after that from year to year until one half years warning of dislike on either side. With Costs special.

This Indenture made, &c. Between A. B. of, &c. of the one part, and C. D. of, &c. of the other part: Witnesseth that the said A. B. for and in consideration, &c. hath Demised, Leased, set, and to Farm-let, and by these presents doth Demise, Lease, set, and to Farm-let unto the said C. D. his Executors, Administrators and Assigns All singular the Rooms next hereafter mentioned, of, in and belonging to a certain Messuage or Tenement called &c. known by the Name or Sign of the, &c. situate, stand- ing and being in, &c. [*Here come the Rooms in particular*] *Ingress, Egress, and Regress.* together with free liberty of *Ingress, Egress and Regress,* way and quiet passage for the said C. D. his Executors, Administrators, Servants and Assigns to come and go unto and from the said Demised or intended to be hereby Demised Premises through the and belonging to the said Messuage, Tenement or Inn &c. **To have and to** &c. for and during the *Habendum for three Years.* of three years from &c. forth next ensuing and fully to be compleat and ended And also to have and to hold the said hereby Demised Premises

*And then from Year to Year
till half Years warning.*

Premises from and after the
end and expiration of the
said term of three years
from year to year until such

time as one half years warning of dislike shall be given
by either of the said Parties to these Parties to the
other of them, his Executors or Administrators, Yielding
and paying during the Continuance of this present Lease
and Demise unto the said *A. B.* his, &c. the yearly Rent
or Sum of, &c. whereof the said *C. D.* hath paid unto

*A Quarters Rent always before
hand.*

the said *A. B.* one Quarter
Rent before-hand, at four
Feasts, or usual days of payment
in the year (that is to

say, &c.) by even and equal portions, (that is to say) the
Quarters Rent always before-hand during the Continuance
of this present Lease and Demise.

[*Covenant to Repair.*]

Covenant for view of Decays, &c.]

And the said *C. D.* for himself, his, &c. doth Covenant
grant and agree to with the said *A. B.* his, &c. in manner
and form following, (that is to say) that he the said *C. D.*
his, &c. shall permit and suffer the said *A. B.* and one

*Covenant that the Lessor shall
Bake in his Oven.*

of, &c. or either of them
their or either of their
Executors, Administrators,
Assigns or Assigns to Bake

Bread or other things that are usually Baked in the Oven
in and belonging to the said Demised Premises as often
and when as need or occasion shall require during the
term or terms, without any let, disturbance, or contravention
of the said *C. D.* his Executors, Administrators,
Assigns. And also that he the said *C. D.* his, &c. shall
the end of the said term, or other sooner determination

*That he shall deliver up all such
Household-Goods as were Demised
to him.*

this present Lease which
&c. first happen, deliver
cause to be delivered
the said *A. B.* his, &c.

all such Bedding, Household-stuff and other things which the said *A. B.* hath delivered unto the said *C. D.* at the Sealing and delivery of these Presents, and which are in a Schedule hereunto annexed contained, as all such Goods, Household-stuff and Utensils of Household which the said *A. B.* shall at any time or times hereafter during the Continuance of this present Lease deliver or be to be delivered unto the said *C. D.* his Executors, or Assigns in as good plight, state and condition as now they or any of them are (reasonable use and wear in the mean time excepted.) And [The said *A. B.* Covenants for quiet Enjoyment.] further that he the said *A. B.* his Executors, Administrators and Assigns shall and will at all times hereafter, and from time to time during the Continuance of this present Lease peaceably and quietly perform and suffer the said *C. D.* his, &c. to have and enjoy the use and benefit of the two Parlors before the Stairs, and one Chamber over the entry above demised from time to time in the day-time for his Guests to Eat and drink in (that is to say) in the time that his Guests shall rise in the Morning until they go to Bed at Night. He the said *C. D.* his, &c. keeping the said Rooms sweet and handsome, and paying the said *A. B.* his, &c. all such Sum and Sum of Money as shall from time to time grow due to be paid for Guests Lodging in the said two Parlors and Chamber above specified at all times upon request to him the said *C. D.* his, &c. by the said *A. B.* his, &c. to be there made and for that purpose. [Proviso of Entry for Non-payment of Rent.]

The Lessor Covenants to permit the Lessee to enjoy two Parlors in the day-time for his Guests, the Lessor being paid for Lodging.

A Covenant to pay 5 l. per Annum, besides Rent for every Acre that shall be Plowed.

AND also that the said R. W. his Executors, Administrators and Assigns, or any of them at any time within the space of three years next before the end of the said term of ten years shall not and will not Plow, Till, Dig, Plant, Set or Sow, or cause, permit and suffer to be Plowed, Tilled, Digged, Planted, Set or Sowed the said &c. or any part thereof with or for Parsnips, Turneps, Carrets, Cabbidges, or with any manner of Garden-stuff, Hemp, Flax, Corn or Grain whatsoever. And that if the said R. W. his Executors, Administrators or Assigns shall or do Plow, Till, Dig, Plant, Set or Sow, or cause, permit or suffer to be Plowed, Tilled, Digged, Planted, Set or Sowed at any time within the said space of three years, the said last mentioned, &c. or any part thereof with any Carrets, Turnips, Parsnips, Cabbidges or with any other manner of Garden-stuff, Plants, Hemp, Flax, Corn or Grain whatsoever, that then and so often as he or they shall be so Planting, Setting, Plowing, Tilling, Digging or Sowing the same or any part thereof contrary to the effect of these Presents shall and will yearly and every three years during the said last three years of the said term of ten years during the time of such Planting, Setting, Plowing, Tilling, Digging or Sowing thereof, pay or cause to be paid unto the said W. P. his Heirs or Assigns, the Sum of five Pounds of, &c. for every Acre thereof which shall be Planted, &c. or Sowed as aforesaid, and according to the said rate or proportion of 5 l. for every Acre, or for any other or lesser Quantity which shall be so Planted, &c. or Sowed as aforesaid the said Sum or Sums of 5 l. and also every such other Sum and Sums as shall happen by reason of such Plowing, &c. as aforesaid to be paid yearly as aforesaid, at the Feast of, &c. and the Feast of, &c. by equal and equal portions.

two Joynt Purchasers of Leases, they article to have the Rents according to their Proportions of Money disbursed, and Covenant not to assign or alien without the consent of the other, and the Original Leases to remain in the hands of one, with Covenant to produce on occasion.

Articles of Agreement Indented, had, made, concluded and agreed upon the, &c. day of, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part: **Whereas** O. O. of, &c. by his Indenture Lease bearing date the, &c. for the consideration therein expressed, did demise, grant and to Farm, Lett unto T. N. of, &c. all that Messuage, &c. then lately erected and built by the said O. O. containing, &c. *Recital.* which Premises are situate, lying and being in, **To have and to hold** to the said T. N. his Executors, Administrators and Assigns from the Feast-day of the Annunciation of our Blessed Lady St. Mary the Virgin then ensuing the date of the said Indenture of Lease unto full end and term of twenty one years from thence ensuing and fully to be complear and ended at and for yearly Rent of 26 l. of lawul Money of England payable, &c. as in and by the said recited Indenture of Lease amongst divers Covenants, Clauses, Grants, Conditions and Agreement therein contained more at large it may appear. **And whereas** the said T. N. by his Indenture of Lease bearing date the, &c. for the consideration therein expressed did Demise, grant and to Farm-lett unto P. P. of, &c. the several Rooms, Chambers, East and Commodities in the said Indenture particularly mentioned and set down being part or parcel of the Messuage Tenement wherein the said T. N. did then or of late before inhabit and dwell, together will all ways

F f

Lights,

Lights, &c. to the said several Rooms and Premises belonging and appertaining as the same were then severed, divided, parted and allotted out for the use and occupation of the said *P. P.* **To have and to hold** the said Rooms and Premises unto the said *P. P.* his Executors, Administrators and Assigns, from the day of the date of the said last mentioned Indenture of Lease unto the full end and term of fourteen years from thence, &c. at and for the yearly Rent of 24 *l.* payable, &c. as in and by, &c. **And whereas** the state, Right, Title, Interest and term of years to come him the said *T. N.* of, in and to all the above mentioned Premises and every part thereof is lawfully comevested in the above named *A. B.* and *C. D.* by force and virtue of one Indenture of Assignment bearing date the twenty-sixth day of *May* last past before the date of the Presents made and granted by the said *T. N.* to the said *A. B.* and *C. D.* as in and by the said Indenture of Assignment amongst other things therein also contained more largely likewise appeareth. And whereas also the said *A. B.* and *C. D.* by their Indenture of Lease bearing date the Twentieth day of *June* last past before the date of the Presents (for the consideration therein expressed) did demise, grant and to Farm-let unto *E. D.* of, &c. all Messuage or Tenement being part of the Premises above recited, containing the several Rooms particularly in the said last mentioned Indenture expressed, with the Lights, &c. to the said Premises belonging or in any wise appertaining (except out of the said last Demise, as in the said Indenture), **To hold** the said Premises unto the said *E. D.* his Executors, Administrators and Assigns from the day of the Nativity of *St. John the Baptist* next ensuing the date of the said last mentioned Indenture of Lease unto the full end and term of twelve years, and half a year, two Months and fourteen Days from thence next ensuing and fully to be compleat and ended, at and for the yearly Rent of 30 *l.* as in and by the said last recited Indenture of Lease amongst divers other Covenants, Clauses, &c. and whereas further the said *A. B.* and *C. D.* by one other

Indenture of Lease bearing date, &c. for the considerations therein expressed did demise, grant and to Farm-let unto H. &c. all that Messuage or Tenement with the Yard behind the same, being parcel of the said Premises first above recited for the term of twelve years, and one half or two Months, and fourteen days warning from the last day of the Nativity of St. John the Baptist last past before the date of the same Indenture of Lease for and under the yearly Rent of 10 l. and 10 d. payable likewise as and by the said last mentioned Indenture of Lease, &c.

Now it is Covenanted, concluded and agreed by and between the said Parties to these Presents, and it is declared hereby to be the true intent and meaning of either of the Parties that for as much as they the said A. B. and C. D. either of them have and hath disbursed and paid their

equal shares and proportions of Money for the purchase of the said above recited Premises that the

Covenant to have proportionable shares of the Rents.

several Rents of 30 l. 24 l. and 10 l. 10 d. upon and the said several mean Indentures of Lease above recited (the said yearly Rent of 16 l. reserved upon the said recited Original Indenture of Lease payable to the said named O. O. his Executors, Administrators or Assigns, all the before recited Premises being first paid and discharged) shall be equally divided and shared between the Parties A. B. and C. D. their Executors, Administrators and Assigns, share and share-like; and if it shall happen either of the said Parties to die before the end and expiration of the term and terms of years in the said several Indentures of Lease before recited or in any or either of them now to come and unexpired that then and from thenceforth it shall and may be lawful to and for the Executors, Administrators and

Assigns of the party deceased to have, occupy, receive, and enjoy the full and

In case of Death no Survivorship.

moiety or half part of all the Rents, Issues and Profits

fits of all and singular the before recited Premisses with the Appurtenances in as large and ample manner and form as all intents and purposes as the Party so dying should have done if he had lived and were then living; any Grant, Restraint, Provision or Statute to the contrary notwithstanding; and that neither of the said Parties or the Executors, Administrators or Assigns of their or either of them shall or will at any time or times hereafter take, demand or receive any of the Rents above referred to or make or give any Discharge or Acquittance of or for the same or any part or parcel thereof without the knowledge, assent or consent of the other party, his Executors, Administrators or Assigns first had and obtained in writing under his or their hand or hands.

And it is further Covenanted, concluded and agreed to by and between the said Parties to these Presents, that neither of the said Parties, nor the Executors, Administrators or Assigns of them or either of them shall or will at any time or times hereafter grant, bargain, sell, assign, surrender or set over by

One not to alien or assign without the consent of the other.

their Estate or Estates, Real or Personal, Title, Interest, term of years to come

in, or to all or any part of the before recited Premisses with the Appurtenances to any Person or Persons whatsoever without the knowledge and consent or refusal of the other party first had (he paying as much as any other persons shall give and pay *bona fide* for the same) or shall will take or endeavour to take any new Lease for years, Lives, or otherwise or any other Grant whatsoever of the before recited Premisses, or any part or parcel thereof after the reversion after the expiration of the terms for years now have and enjoy in the said recited Premisses by and virtue of the said first recited Indenture of Lease from the said O. O. to the said S. N. as aforesaid; or from the said O. O. his Executors, Administrators or Assigns, or from the Right Honourable the Earl of P. his Executors, Assigns, or any other immediate Tenant or Farmer

by, from or under them or any of them without the knowledge, assent, consent or refusal likewise of the other Party his Executors, Administrators or Assigns in writing under his or their hand or hands, or before sufficient Witnesses first had and obtained.

And lastly, It is Covenanted, concluded and fully agreed between by and between the said Parties to these Presents, that all and every the several Deeds and Writings before recited shall be reputed, deemed and taken to be and enure to the joynt use and uses, benefits and commodities of both the said Parties, their Executors, Administrators and Assigns, and to no other use, intent or purpose whatsoever, that the Party, his Executors, Administrators or Assigns so keeping the same

Writings shall and will upon the reasonable request or request of the other party

Covenant to produce the Original Lease.

Executors, Administrators or Assigns at all times hereafter to produce and bring forth and be ready to shew all and every one many of the same Writings that shall be required at their hands either for the procuring and getting a further time or title of and in all or any the before recited Premises, or for the maintenance of the Title of the Premises (if shall be questioned) or for the Sealing and conveying away of his or their Estate or Interest of and in the moiety of all or any part of the recited Premises, without fraud or delay. *In Witness, &c.*

Letters of License.

A Letter of License.

TO all Christian People to whom these Presents shall come, We whose Names and Seal are here Subscribed and Set, being Creditors of J. H. of, &c. Greeting, ~~Whereas~~ the said J. H. of, &c. aforesaid is bound and is severally Indebted unto us his said Creditors in divers and sundry Sums of Money as by several Obligations and Writings under his Hand and Seal unto us severally made or otherwise it doth and may appear. ~~It is known to ye~~, That We the said Creditors for divers Causes and Considerations, us especially moving, have given and granted, and by these Presents do give and grant our full License and liberty unto the said J. H. freely, quietly and peaceably to go about, attend and negotiate all his Affairs, businesses and causes whatsoever he hath or shall have in any wise as well within the City of London, as elsewhere at all times from henceforth for and during the space of three years, to begin at, &c. next ensuing the date hereof, without any Let, Disturbance, Molestation, Arrest, Attachment, or Suit of his Person or of his Goods, Chattels, Moneys or Merchandizes whatsoever, by any of us his said Creditors, or by the Executors or Administrators of us or any of us; And if we the said Creditors, or the Executors or Administrators of us or either of us, on this side or within the space of three years, shall move, procure, practise or attempt, or cause to be in any wise, means or manner of Act or Acts, thing or thing to be done, moved, procured, practised or attempted against

the said J. H. his Goods, Chattels, Moneys, Merchandizes or any other his said Creditors, do not only agree to grant this our present License and Liberty to the said J. H. for the payment of his Debts. But also every one of us, for his part do by these Presents freely and clearly release, acquit, remit and forgive unto the said J. H. all and every such Sum and Sums of Money as the said J. H. at this present time doth owe and stand indebted unto us for. *In Witness,*
&c.

A Letter of License, that the Debtor shall not be molested until default be in payment of the Composition Money.

To all to whom this safe Conduct shall come, We the Creditors of A.B. of, &c. whose Hands and Seals are here under put, send Greeting. **Whereas** the said A. B. is severally Indebted unto us in several Sums of Money under our said Names respectively mentioned, which we conceive and believe that by reason of his many Losses he is not able to pay unto us, nor hereafter can, without an Abatement of some part thereof, and respite of time to him made and given, and we further believing that his honest and true intent is to satisfy unto us the Residue of our said Debts according to such Abatement made and time given, Do every one of us severally and respectively for himself and for his several Executors (and not Joyntly nor one for another) Covenant, Grant, Conclude, Condition and Agree to and with the said A. B. by these Presents to abate, remit and forgive him the said A. his Executors and Administrators, the Moiety or one half part of the said Debts and Money, he now oweth unto us severally and respectively, and to accept and take the other Moiety or half part thereof in full Satisfaction and Discharge of the whole, at the days and in manner following, (that is to say) the one half of the said Moiety (not hereby remitted) at or before the, &c. and the other half or Moiety on, &c. **And we**

the said Creditors severally and respectively do hereby give and grant to him the said *A. B.* his Executors and Administrators, free liberty and license with his and their Goods, Wares, Chattel and Chattels, to Dwell, Abide, Pass, Repass, Travel and Trade unto and from any Town or Towns, Place and Places, while and until default shall be made in the said payments, or either of them without any Action, Suit, Arrest, Seizure, Attachment, Stop or Molestation whatsoever of any of us respectively or his respective Executors, Administrators or Assigns. **And that** in case any one of us, our Executors, Administrators or Assigns, contrary to this our Agreement and Licence, shall Sue, Arrest, Attach, Seize, Stop, Molest or Hinder him the said *A. B.* his Executors or administrators, or his or their Goods, Wares, Chattels or Chattel, or any of them, for all or any part of the said Debts now to us owing, while and untill Default be made in payment thereof as aforesaid: That then every such one of us, as shall so do, and his Executors and Administrators, shall for ever Forfeit and Lose all his said Debt, and the said *A. B.* his Executors and Administrators, shall be freely and wholly acquitted, released and discharged thereof for ever by these Presents. *In Witness, &c.*

Letters

Letters of Attorney.

Letter of Attorney, from a Seaman, to receive Goods and Wages, in case he come not back.

TO All, &c, I **J. B.** of, &c. send Greeting. **Whereas** I the said **J. B.** do Intend and am purposed and God willing, to take a Voyage to Sea in the Ship **the, &c.** whereof **J. K.** is Commander, and am not certain whether I shall come back again with the said Ship, or not, or whether (considering the dangers of the Sea, and uncertainty of Human Life) I shall ever return to **England** or not, **Now know ye,** That I the said **J. B.** have Assigned, Ordained, made, Deputed, and in Stead and Place put and Constituted, and by these presents do Assign, &c. **C. D.** of, &c. my well-beloved Son, to be my True and Lawful Attorney, for me and my name, but to his own use in case I shall not return in the said Ship, or in case by Reason of death or otherwise I shall not Return, To ask, demand, sue for, recover and receive all such Sum and Sums of money as are or shall be due and owing to me for wages in the said Ship, or in any other Ship or Vessel whatsoever; also all such Goods, Wares, Commodities, Merchandise, Apparel and other things whatsoever due or belonging to me, or as I shall send over in the said Ship, or in any other Ship or Vessel whatsoever. Giving, &c. by, this in an ordinary Letter of Attorney to the end.

*A Letter of Attorney from a Person beyond Sea
to two Persons in England.*

TO all People to whom these Presents shall come We P. B. Late of, &c. the Son of, &c. and E. F. of, &c. the Wife, E. F. of, &c. afore said, &c. and S. my Wife of the Daughters of the said P. B. send Greeting. **W**hereas, That we the said P. B. the Son of, &c. and E. F. the Wife; E. F. and S. my Wife, for divers good Causes and Considerations us hereunto moving, **H**ave made, ordered and in our and every of our stead and place, put and constituted R. B. of, &c. and R. A. of L. &c. our and every of our True and Lawful Attorney and Attornies joint or either of them, or either of them severally, for every of us respectively, and in our or any of our names, and to our respective use and uses, to demand, recover and receive by all lawful ways and means whatsoever of and from J. R. of, &c. E. R. of, &c. and F. G. of, &c. Gent. Executors of the Last Will and Testament of, &c. Deceased, or any of them, their or of their Executors or Administrators; All such Legacies, Bequests, Sum and Sums of money, as are or have been given and bequeathed unto us, or every or any of us, and by the last will and Testament of Sir L. B. of, &c. afore said. **G**iving and by these Presents granting unto the said Attorney and Attornies jointly, or either of them severally, all our and every of our full power and Authority concerning the Premises; and if need shall, to commence and prosecute in our or any of our names any lawful Action or Actions, Suit or Suits for the Recovery of the Premises, and upon Receipt thereof to make and give such Acquittances, Discharges for the same as shall be Requisite: **A**nd to employ an Attorney or more under them Jointly or either of them severally to make, Substitute and Revoke, and generally to Do, Execute, Prosecute and Perform and Determine

other acts or things within or about the Premises as shall be necessary or convenient, as fully and effectually as we our selves or any of us, might or could do personally. Holding and allowing for firm and Effectual, all and whatsoever our said Attorney and Attorneys Jointly, or either of them severally, their or either of their Substitutes or Assigns, shall lawfully do or cause to be done in or about the Premises by virtue hereof. In Witness, &c.

A Letter of Attorney to take Livery and Seisin.

K Now all men, &c. That I R. S. of, &c. for divers good Causes &c. have made, ordained, &c. J. B. of J. S. of, &c. my true and lawful Attorney and Attorneys Jointly and either of them severally, to receive and take for me and in my name, of and from J. K. of, &c. or of and from his lawful Attorney or Attorneys, Seisin and Possession of all that, &c. According to the Form and Effect of an Indenture of Bargain and Sale bearing date the day of the date hereof, made by and from the said J. K. unto the said R. S. And the same Possession so had taken to detain and keep, to the only use and behoof of me the said R. S. mine Heirs and Assigns: Giving and these Presents granting unto my said Attorney and Attorneys Jointly or either of them severally, my full power and Authority to do and perform all and whatsoever shall be needful or requisite in or about the Premises; and whatsoever my said Attorney or Attorneys Jointly or either of them severally, shall do or Execute therein, I do now, Ratifie and Confirm by these Presents, to all Intents and purposes whatsoever. In Witness, &c.

A General Letter of Attorney.

K Now all men by these Presents, That I T. B. &c. for divers good Causes and Considerations hereunto moving, have made, ordained, and in my place and stead put and constituted, and by these Presents do &c. J. B. &c. my true and lawful Attorney and Assign for me and in my name and to my use to ask, demand, recover and receive by all lawful ways and means whatsoever of and from all and every Person and Persons whatsoever whom it doth or shall concern, all such Sums and Sums of money as are to me in any wise due, owing or belonging: Giving and by these Presents granting unto my said Attorney, all my full power and lawful authority concerning the Premises, if need shall be, to commence and prosecute in my name any Action or Actions, Suit or Suits in Law, for the Recovering of the Premises: And to Compound, Compromit, Conclude, Agree, Recover and Receive, and upon Recovery and Recovery of the Premises or any part thereof, or upon Compromise or other end thereof to be made; Acquittances or other discharges for the same, in my name to make give. And one Attorney or more under him to me substitute and revoke, and generally to do, execute, prosecute and perform all and every such further and other lawful Act and Acts, thing and things whatsoever, within or about the Premises shall be needful, necessary or convenient to be done, as fully and effectually as I myself might or could do personally; holding and allowing Firm and Effectual, all and whatsoever my said Attorney his Substitutes or Assigns shall lawfully do or cause to be done in or about the Premises by virtue hereof. *Witness, &c. Dated, &c.*

by Ob

Livery and Seisin to be Endorsed on Deed.

Memozandum, That peaceable and quiet Possession and Seisin of the Lands and Hereditaments within mentioned to be granted was had and taken by the within named D. E. the Attorney within mentioned, and by him was delivered to the within named F. G. the bargainee in his own proper Person, to hold to him the said F. G. and his Heirs, to the use of him the said F. G. and of his Heirs, and Assigns for ever, according to the nature, Form and Effect of the within written Deed in presence of us. A. B. &c.

A Special Letter of Attorney

To all Christian People to whom these Presents shall come, J. H. of, &c. Gent. sendeth greeting. Whereas the said J. H. is Intituled and Interessed in equity of, in and unto the Sum of, &c. of lawful, &c. due of right belonging to him by virtue of an Indenture of Mortgage bearing date, &c. and made, or mentioned to be made between J. W. &c. of the one part, and the said J. H. and M. H. (mother of the said J. H.) H. &c. and R. T. &c. of the other part; And by virtue of another Indenture bearing date, &c. and made or mentioned to be made between the said J. H. and M. H. of the one part, and the said G. H. and R. T. of the other part, as by the said Indentures may appear: **And** whereas the said J. H. is also Interessed and hath owing unto him the Sum of, &c. due to him from F. C. &c. obligation bearing date, &c. as by the said obligation condition may appear. **And** whereas, the said J. H. is also Interessed of and in, &c. of lawful money &c. by Obligation bearing date, &c. from the said M. H. mother

mother of the said J. H. which said Obligation is taken in the name of B. W. &c. in Trust for the said J. H. by the said Obligation and Condition and Declaration of Trust may appear. **Now know ye**, That the said J. hath made, ordained, constituted and appointed; and by these Presents doth make, ordain, constitute and appoint P. D. of, &c. his true and lawful Attorney for him in his name stead and place to demand and receive the said money and every part of it at such time and times as the same shall be due, or at any time after at his discretion; and also all other Sum and Sums of money whatsoever in any wise due or owing to the said J. H. from any Person or Persons whatsoever, and to commence and prosecute with Effect any action or actions in any Court or Courts of Record whatsoever for the Recovery of the said Sum and Sums of money, of every of them at his discretion, and to make and give good and sufficient discharge and discharges as to him shall seem meet to all and every Person concerned in the payment of the same, and on receipt of all or any of the said Sums, to dispose, forth or employ the same as to him shall seem meet according to his discretion, for the benefit of the said J. and to pay and satisfy such just Debts of the said J. as shall appear to the said P. D. to be due and payable from the said J. H. to any Person or Persons whatsoever; and such money as he shall appoint to be paid to any Person or Persons whatsoever, **And the said J.** doth hereby Ratifie, Confirm, Justifie and allow whatsoever the said P. D. his Attorney shall act and do in and every the Matters. and doth and will own and Confirm the same. **In Witness &c.**

A Letter of Attorney to give authority to receive Rents.

BE it known unto all men by these Presents, That I R. S. of, &c. have Authorized, Deputed and appointed, and in my stead and place put, and by these Presents do Authorize depute and appoint, and in my stead and place put T. F. of, &c. my true and lawful Attorney, to ask, demand, levy, and receive of F. S. &c. all such Rents or sums of money, and Arrears of Rent as are now, or from henceforth shall become due to the said R. S. from the said F. S. for all my Lands, Tenements and Hereditaments in D. and K. &c. And further, I the said R. S. do by these Presents authorize and appoint the said T. F. for me and in my name and stead to make any Demise or Demises, Lease or Leases, of all the said Lands, Tenements and Hereditaments in D. &c. to such Person and Persons, for such Term of Years, and under such yearly Rents and Covenants, as to him shall seem meet and Convenient, and after the said Demise or Demises, Lease or Leases thereof made, then to Demand, Recover and Receive the Rents and money on the one Reserved of the then Tenant or Tenants of the said Demises, their Executors or Assigns, at such times as shall therein mentioned for payment thereof. And to give Acquittances or Discharges for the same and all other the Rents and Money aforelaid, as to him shall seem meet and convenient; Ratifying, and by these Presents confirming whatsoever the said T. F. shall lawfully do and execute touching and concerning the Premises, as fully as if the same were done by me in my own Person. **In Witness,**

*A Letter of Attorney from a Husband to a Wife
the Husband going beyond Seas.*

TO all to whom this Present writing shall come
I J. F. &c. send greeting. Whereas I am purpose
and determined to Travel into some Parts beyond the Sea
and do desire that my deare wife D. shall in and during my
Absence have free and full power to manage my buisness
and recover and receive my debts for the Support of her
and my Children. Now know ye therefore, That I the
said J. F. to that Intent and purpose, have given and
granted, and by these Presents do give and grant unto my
said wife D. full power and authority, and do make, con-
tain, constitute and appoint her my said wife to be my
true Lawful and Irrevocable Attorney, in my Absence
Demand, Sue for, Recover and Receive all such Debts
and Sums of money as are or shall be due and owing unto
to me from all or any Person and Persons whatsoever by
Bond, Bill, Book debt, or otherwise howsoever for any
matter, cause or thing whatsoever, giving and by these
Presents granting unto my said Attorney my full and
whole power, strength and authority in and about the
Premises; and upon non-payment thereof, or tny part
herof, in my name to Arrest, Sue, Imprison, Attach
and Condemn, and out of Prison again to deliver, and
compound and agree at her pleasure for and concerning
the Premises: And upon any Receipt and Agreement
thereof, acquittances or other discharges in my name
make, seal and deliver, and one or more Attorney or
attornies under her my said wife to Substitute and Appoint
and the same at her Pleasure to Revoke and Command
mand; and further in my name to do, Execute, Pro-
cute, Conclude and finish all and every other Lawful
Reasonable act and acts, thing and things, device and
VICES in the Law whatsoever needful or requisite to be
done in and about the Premise, in as large and ample

Wife and form to all Intents and purposes, as I my self might or could do, were I personally Present; And to constitute and authorize any other Person or Persons for Assistance: And whatsoever she my said wife or her assigns shall do or cause to be done in or about the Premises, I do by these Presents Ratifie, allow and confirm, and all such Receipts, Acquittances, Releases and Discharges, as she my said wife shall give or make, shall be valid, firm and sufficient in the Law, as if I my self had done and made the same. In Witness, &c.

An Acquittance for a Legacy given to be paid within a certain time.

Now &c. That I M. W. of, &c. late the wife of &c. have the day of the date hereof, being within six months next after the Decease of the said J. W. received of and from E. H. of, &c. late the wife of R. H. &c. Widow, Executrix of the Last Will and Testament of, &c. the Sum of, &c. which was given and bequeathed unto me the said M. W. in and by the Last Will and Testament aforesaid, and thereby appointed to be paid unto me within six months next after the decease of my said Husband. Of and from which said Sum so by me received, I do hereby for ever release, acquit and discharge the said E. H. his Executors, Administrators and assigns by these Presents. In Witness, &c.

*A Letter of Attorney to a Guardian for to receive
Childrens Portions.*

K Now all men by these Presents, That I M. B. &c. Widow and Relict of R. B. late of, &c. Deceased and Guardian of M. B. and M. B. Daughters only Children of their said late Father R. B. my said Husband deceased (which said M. and M. my said Daughters and Coheirs unto A. B. Deceased in her Minority who was the Daughter of T. B. late of, &c. in the County of, &c. deceased) have made, ordained, and in stead and place put and constituted, and by these Presents do make, ordain, and in my stead and place Guardian, as aforesaid, put and constitute my very loving Brother R. C. of, &c. in the County of, &c. my true lawful Attorney and Assign, in my name as Guardian, to and for the only proper use and behoof of my Daughters M. and M. their Heirs and Assigns, to enter to all that the Mannor of, &c. whatsoever late belonged to the said A. B. Deceased the said Daughter of the said T. B. Deceased, or to him the said T. B. in his life Situate, lying and being in, &c. in the County of, &c. into any part or parcel thereof in the name of the wife and possession thereof in the name of all or any part thereof, for me and in my name as Guardian as aforesaid, to use of my said Daughters, to take and keep; And also to ask, demand, sue for, recover and receive into his Court for the use of my said Daughters, all such Deeds, writings, Muniments, Charters, Court-Rolls and Evidences whatsoever touching or concerning the said Mannor Messuages, Lands, Tenements and Hereditaments, or any part of them, or any of them as are in the Hands or possession of J. L. and J. K. or either of them, or in the hands of any other Person or Persons whatsoever: to ask demand, sue for, levy, recover, take and receive composition, law or otherwise, of and from all and

Letters of Attorney.

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Tenant and Tenants, or Occupiers of the said Premises, or any part of them, or any of them, all such Rents, and Arrearages of Rents, Suits and Services that are lawfully due, and that shall hereafter be due, or to be done upon the said Premises, or any part of them or any of them, by any the Tenant or Tenants or occupiers of the Premises or any part of them or any of them: And if need shall be, to make a Lease of Ejectment in writing Indented of the Premises in my name as Guardian as aforesaid, by any Person or Persons as he shall think fit, and the same to make, seal and deliver as my Deed upon all or any part of the Premises in the name of the whole, and also all and every Person and Persons whatsoever where it doth, shall or may concern, to Sue, Arrest, Attach, Seize, Sequester, Imprison and Condemn, and out of Prison to deliver, and to appear before all and all manner of Judges, Justices, Ministers of the Law: And upon the receipt of the Writings and Evidences, or any of them, or of the Rent and Rents, or Arrearages of Rent or Rents, or any part thereof, Acquittances or other discharges in my name as Guardian as aforesaid to make, seal, and as my Deed to deliver, and one Attorney or more under him, to make, substitute and Revoke, and generally to do, execute, prosecute and determine all and every other acts, suits, thing and things whatsoever which in and about the Premises shall be needful, necessary or convenient, as fully and effectually as I my self might or could do personally as Guardian unto my said Daughters; holding and continuing for firm and stable, all and whatsoever my said Daughters, they his Substitutes and Assigns shall lawfully do or may lawfully be done in and about the Premises by virtue of the Presents. *In Witness.* &c.

A Letter of Attorney for Negroes.

Whereas Capt. R. R. Capt. F. K. and J. K. Merchants now or late Planters in the Island of, do stand jointly Ingaged unto Capt. R. C. late of, &c. the County of, &c. by a certain Writing in the whereafter next following, That is to say, **Know all by these Presents**, That we R. R. F. K. and J. A. do acknowledge to have received at and from the H of R. C. and J. C. of, &c. Negro Slaves, for the Slaves we abovenamed do ingage to pay, or cause paid unto the said C. and G. the Sum of, &c. to the lue, &c. of good Merchantable dry Muskavado Sugar or before, &c. to the which payment well and truly be made, we bind us our Heirs, Executors and Administrators, to pay unto the persons aforementioned, their or either their Assigns or order; To the which we Set our Hand Seals this, &c. day of, &c. **Now know all men by these Presents**, That I J. C. of, &c. Executor of the Last will and Testament of the said R. C. Deceased, for good and valuable Causes and Considerations me hitherto moving, have made, ordained, and in my stead place put and constituted my Trusty and Well-beloved Friend my true and lawful Attorney and Assign in name as Executor as aforefaid, but to the only use and behoof of J. L. to ask, demand, levy, receive and receive by all lawful ways and means whatsoever and from the said R. F. K. and J. A. and every one of them, their and every or any of their Executors Administrators or Assigns, or any of them; and of any and all and every other Person and Persons whatsoever it doth, shall or may concern, all such Debts, Duties, gars, Merchandises, Benefit, proceed and profits of said Negroes, which ever shall come to their or either of their Hands: And I give, and by these Presents do give unto my said Attorney, the said, &c. all my full

and lawful authority concerning the Premises, as Executor as aforesaid, the said R. R. F. K. and J. A. and all and every other Person or Persons whatsoever whom it shall or may concern, their Executors, Administrators and Goods (if need shall be.) to Sue, Arrest, Attach, Sequester, Imprison and Condemn, and out of Prison to deliver, and to appear before all and all manner Judges, Justices and Ministers of the Law; And to compound, Compromit, Conclude, Agree, Recover and receive to the use aforesaid; and upon recovery and receipt, and upon any composition and any other Agreement, Acquittances or any other discharges in my name as Executor as aforesaid to make, seal, and as my Deed to deliver, and one Attorney or more under him to make, substitute and Revoke, and generally to do, Execute, execute, Perform and Determine all and every other or acts, thing and things whatsoever, which in and about the Premises or any part thereof shall be needful or necessary or convenient, as fully and Effectually as I myself might or could do personally: Holding and allowing firm and stable all and whatsoever my said Attorney or his Substitute or any of them shall lawfully do or be done in or about the Premises by virtue of. *In Witness, &c.*

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A Letter of Attorney to make an Attachment

BE it known unto all men by these Presents, That I G. M. of, &c. Have made, ordained, and in Place and Stread, put and constituted, and by these Presents, do make, &c. my loving Friend M. R. of, &c. to my true lawful and irrevocable Attorney and Substitute for me, and in my name, and to and for my proper and behoof, to Attach, and cause to be Attached in hands and possession of one A. R. of, &c. the Sum of, for Debt, due unto me the said G. M. by and from T. J. &c. And after the said Attachment made as aforesaid with Effect, to procure Judgment therein for and in my name; And further to do and cause to be done all and every Act and Acts, thing and things whatsoever which my said Attorney shall think meet in and about the Premises; Ratifying, Confirming and Approving, all and whatsoever my said Attorney shall lawfully do in and about the Execution of the Premises by virtue of these Presents. *In Witness, &c.*

A Letter of Attorney from a Guardian to another to enter into Lands, receive Rents and Arrearages of Rent, and make Leases in the behalf of Infants.

K Now all men by these Presents, That I B. M. Widow and Relict of R. B. late of, &c. Deceased, and Guardian of M and J. B. Daughters and only Children of their said Father R. B. my said late Husband deceased, which said M. and M. are Coheirs unto A. B. deceased, in her Minority, who was the Daughter of T. B. late of B. in the County of, &c. Deceased, have made, ordained, and in my Stead and Place, as Guardian as aforesaid, put and constituted my very loving Brother R. C. of, &c. Gent. my true and lawful Attorney and Assign, in my name as Guardian, but to and for the only proper use and behoof of my said Daughters M. and M. their Heirs and Assigns, to enter into all that Mannor of, &c. with its rights, members and appurtenances, and all Messuages, Lands, Tenements and Hereditaments whatsoever, now or hereafter belonging to the said A. B. Deceased, the Daughter of the said T. B. Deceased, or to him the said T. B. in his life time, Situate lying and being in S. &c. or into any part or parcel thereof, in the name of the whole and possession thereof, in the name of all or any part thereof for ever, and in my name as Guardian as aforesaid, to the use of my said Daughters to take and keep. And also to ask, demand, sue for, recover and receive into his Custody, for the use of my said Daughters all such Deeds, Writings, Manuscripts, Muniments Charters, Court-Rolls, and Evidences whatsoever, touching or concerning the said Mannor, Messuages, Lands, Tenements and Hereditaments, or any part of them or any of them as are in the Hands or possession of J. L. and L. J. or either of them, or in the Hands of any other Person or Persons whatsoever. And to

ask, demand, sue for, levy, recover, take and receive, by Composition, law or otherwise, of and from all and every the Tenant and Tenants, or Occupiers of the said Premises, or any part of them; All such Rents, and Arrearages of Rents, Suits and Services, that are already due and that shall hereafter be due or to be done for the Premises, or any part of them or any of them. And to make and grant such Lease and Leases of the Premises, or any part thereof, for such Rent and Rents, and for such Terms and Terms, during the Minority of the said Daughters, my said Attorney shall think fit; And if need shall to make a Lease of Ejectment in writing Indented of the Premises in my name as Guardian as aforesaid, to any Person or Persons as he shall think fit, and the same Seal, and deliver as my Deed upon all or any part of the Premises, in the name of the whole; And also all and every other Person and persons whatsoever whom it doth shall or may concern, to Sue, Arrest, Attach, Seize, Sequester, Imprison and Condemn, and out of Prison to Deliver, and to appear before all and all manner of Justice Judges and Ministers of the Law; And upon receipt of the said Writings and Evidences, or any of them, or of the said Rent and Rents, and Arrearages of Rent or Rents, or any part thereof, Acquittances or any other discharge in my name as Guardian as aforesaid, to make, seal and my Deed to deliver; And one Attorney or more under him, to make Substitute and Revoke, and generally to Do Execute, Prosecute, and Determine, all and every other Act and Acts, Thing and Things whatsoever, which in and about the Premises shall be needful, necessary, or convenient, as fully and effectually, as I my self might or could do Personally as Guardian unto my said Daughters; Holding and Allowing as Firm and Effectual whatsoever my said Attorney or his Substitutes or Assigns, shall lawfully do or cause to be done, in and about the Premises by Virtue of these Presents. *In Witness, &c.*

Letter of Attorney to receive Accompts, and certain Goods due upon the same, and to make Sale and Disposition, or a return thereof.

Know all men, &c. That we M. R. and W. R. of, &c. for good and valuable causes, &c. Have made, &c. W. C. our Attorney, &c. for us and in our names, and our uses to ask and demand, and to take and receive of, and from S. J. now Resident in Spain full and perfect Account and Accounts, and Reckonings of, and for all such Goods, Wares and Merchandizes, as now are, or late were in his Hands or Custody of the Goods and Merchandizes of the said W. R. and A. S. or any of them by the Confignment of them or any of them. And also to ask, and demand, Levy, Recover, and Receive by Condemnation, Law or otherwise, of and from the said S. J. Executors and Assigns, all such Goods, Wares, Merchandizes, and Proceed as by the said Accounts shall appear to belong to us the said W. R. and S. or any of us, and to our uses to make sole disposition or return of all the same Goods, Wares, Merchandizes, and Proceed, And we give unto our said Attorney our full Power, Strength and Authority to execute the Premises, &c. In Witness, &c.

A Letter of Attorney to Seal a Lease of Ejectment

TO all People, &c. *B. R. M. R.* &c. send greeting
 Whereas we the said *B. and M.* have sealed, and
 subscribed one Writing Indented, bearing date, &c. Por-
 toring a Demise, Grant or Release unto *J. T.* of, &c.
 a Messuage or Tenement, and certain Ground and
 thereunto belonging, with the Appurtenances situate,
 ing and being in, &c. **To have and to hold** the
 unto the said *J. T.* his Executors and Assigns, as by
 said Indenture more at large appeareth. **Now**
 we, That we the said *B. R.* and *M. R.* have Ordained
 made, constituted, assigned; And by these Presents
 &c. our loving Friend *W. S.* of, &c. our true and law-
 Deputy, Attorney and Assign for us, and in our name
 enter into the said Messuage, or Tenement, Lands,
 Premises, or any part thereof in the same Writing
 indented, mentioned or meant to be demised, leased
 granted, and thereupon for us, in our and every of
 steads and names the said Writing Indented by us
 scribed, and Sealed with our Seals, to deliver as one
 veral Act and Deeds upon all the said Premises or
 any part thereof, in the name of the whole, or in the
 of part, in the said Writing Indented. contained. And
 the said *B. R.* and *M. R.* do hereby ratifie, confirm and
 allow all and every Act and Acts, Thing and Things
 soever our said Attorney shall do in and about the Pre-
 ses, in as ample manner, and as fully and wholly as
 our selves were in our own Persons there Present
 Witness, &c.

A Letter of Attorney to deliver Seisin.

TO all People to whom this Present writing shall come, I *A. B.* of, &c. send Greeting. Know ye, That I *A. B.* for divers good Causes and valuable Considerations me at this Present especially moving, Have made, ordained, deputed, and in my place and stead, put and by these Presents do make, ordain, depute, and in my place and stead put, and constitute *C. D.* of, &c. and *E. F.* &c. my true and lawful Attorneys Joyntly and Severally for me and in my stead and name into all that Capital Messuage Tenement or Mansion House, formerly called or known by the name of, &c. with the appurtenances Situate, lying and being in, &c. in the Parish of, &c. in the County of, &c. and all and every other the Messuages, Mills, Lands, Tenements and Hereditaments of me the said *A. B.* Situate, lying and being in the Parish of, &c. aforesaid in the County aforesaid, howsoever, or by whatsoever other name or names, quantities or qualities they or any of them be called, known or distinguished, with all and singular their and every of their appurtenances, or into any part or parcel of them, or any of them in the name of the whole, to Reenter and full and peaceable possession and Seisin thereof for me and in my stead, and name to take and after such date, possession, and Seisin of the said Premises with the appurtenances or any part or parcel of them, in the name of the whole, to Reenter, according to the Form and Effect of certain Indentures Tripartite, bearing date the day next before the day of the date of these Presents, made between me the said *A. B.* of, &c. and *K. J.* of, &c. Widow of the first part, the said *O. D.* of the second part, and the said *C. D.* and *F. F.* of the third part; Ratifying, Confirming and Allowing all and whatsoever my said Attorneys Joyntly or either of them severally shall do or cause to be done in and about the Premises; as fully and wholly as my self could do, if I were there personally Present
Witness. &c.

A general Letter of Attorney from one going beyond the Seas, to a Friend in his absence, to receive all Debts mentioned in a Schedule annexed

This writing Indented Witnesseth, That I H. being shortly by Gods Permission to go upon Voyage to the *East-Indies*, there to remain for some certain years, ~~have~~ therefore made, ordained, and in my place and stead put and constituted, and by these Presents do, &c. *A. B.* of, &c. my true and lawful Attorney &c. to Ask, Demand, Levy, Recover and Receive by composition, Law, or any other ways or means whatsoever, of and from all and every the Person and Persons whatsoever, whom it doth shall or may concern, all such Sum and Sums of money, Debts, Duties and Demands, as they or any of them do owe unto me, the said H. by Bond, Bill, Book, Account or otherwise howsoever, and I the said H. T. do by these Presents give and grant unto my said Attorney, all my full power and lawful Authority, concerning the premisses, all and every or any of the Persons named or expressed in the Schedule, and their, every or any of their Executors and Administrators, and all and every other Person and Persons whatsoever, their Executors, Administrators and Goods if need shall be, to Summon, Arrest, &c. one or more Attorneys under him the said *A. B.* with the like authority, as in these Presents is contained, to make, substitute and revoke, and generally to Do Execute, Prosecute, and Perform in my name all and every other the Act and Acts, Thing and Things whatsoever, which in or about the Premises, shall be needful necessary or convenient, and all other my affairs and businesses, and to answer and defend all Suits which shall be had or recovered against me as fully and effectually as my self might, or could do in my own Person: Holding and allowing, &c. *In Witness.*

A Letter of Attorney from an Administrator to the Executrix of a Lessor.

BE it known unto all men by these Presents, That *I A. B.* of, &c. Administrator of all and Singular the Goods and Chattels, Rights and Credits of *M. B.* late of, &c. Widow deceased, who was Executrix of the Last Will and Testament of her late Husband *J. B.* of, &c. deceased, do by these Presents Authorize, Assign, Depute and in my stead and Place, Put and Constitute, my loving friend *A. F.* &c. my true and Lawful Attorney, Deputy and Assignee for me and in my name, and to my use to ask, Demand, Sue for, Levy, Recover and Receive, of and from *L. D.* &c. and every such other Person and Persons, whom it shall and may concern, all such Rent and Arrearages of Rent as was due unto the said *J. B.* at the time of his Decease, or unto the said *M.* his Wife at her Decease, as Executrix to the said *J.* or otherwise and now unsatisfied, or which now is due or shall grow due unto me as Administrator to the said *M.* or otherwise howsoever, for one Messuage or Tenement with the Appurtenances, situate, &c. which he, they or any of them held or occupied, or now hold or occupy, or hereafter shall hold or occupy. And also into the said Messuage or Tenement, or any part thereof, to enter and review the Reparations of the same: Giving and by these Presents granting wholly to my said Attorney all my full and whole Power, Strength and Authority in Execution of the Premises, and in case of Delay, Denial or Refusal of Payment of the said Rent, or any part thereof, into the said Messuage or Tenement and Premises, or any part thereof, for me and in my name to Enter and Distrain for the same, and the Distreins and Distresses then and there found, to lead, drive and carry away, impound, detain and keep until the same shall be fully satisfied and paid; or otherwise into the said Messuage or Tenement, with the Appurtenances or any part thereof,

thereof, in the name of the whole, for me and in my name wholly to reenter, and the said *L. D.* and all other Occupiers thereof, thereout and from thence utterly to expel, put out and amove; Or otherwise in my name to bring Action of Debt for the said Rent or any part thereof, against the said *L. D.* or such other Person or Persons whom it shall concern as aforesaid; And to take, use, pursue and prosecute all or any of the said ways and means as to my said Attorney shall seem most expedient: And upon receipt of the said Rent, or any part thereof, Acquittances or other lawful discharges one or more for me and in my name to Sign, Seal, and as my Act and Deed, or Acts and Deeds, deliver, and for me and in my name to take and prosecute all advantages for breach of Covenant or otherwise, which the said *J. B.* in his own right, or the said *M.* his Wife as Executrix to him or otherwise could or might, or I the said *T. S.* as Administrator to the said *M.* or otherwise can or may take against the said *L. D.* or any other Person aforesaid, for or concerning the Messuages or Tenements with the Appurtenances aforesaid by any way or means whatsoever or howsoever; and one Attorney or more under him to Substitute, and the same at his pleasure to Revoke; And generally to Do, Execute, Prosecute, Conclude and Finish, &c.

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Letter of Attorney from an Executor to receive Moneys due by Bonds mentioned in a Schedule with Covenants.

NOW all men by these Presents, That I J. R. of, &c. in the County of, &c. Executor of the Last Will and Testament of J. R. of, &c. Deceased, late Partner with A. B. of, &c. for divers good and valuable causes and considerations me hereunto especially moving, have made, ordained, and in my place and stead put and constituted, and by these Presents according to my right, power, authority and Interest as Executor as aforesaid of, in and to the Debts hereafter mentioned, do make, ordain, and in my stead and place put and constitute my very loving friend the said A. B. my true and lawful Attorney and Assignee irrevocable in my name as Executor as aforesaid; and in the name of him the said A. B. or in my name as Executor, or in his own name, but to and for the sole and proper use and behoof of him the said A. B. his Executors and Assigns, without any Accompt to me to be given or rendered, to Ask, Demand, Levy, Recover and Receive by Composition, Law or otherwise, of and from all and every Person and Persons whatsoever whom it doth, shall or may concern, all such Sum and Sums of Money already due and to become due by force and virtue of the several Obligations in the Schedule hereunto annexed particularly mentioned and expressed: And I give and by these Presents grant unto my said Attorney the said A. B. all my full Power and Lawful Authority concerning the Premises as Executor as aforesaid, all and every Person and Persons whom it doth, shall or may concern, their Executors, Administrators and Goods (if need shall be) to Sue, Arrest, Attach, Seize, Sequester, Imprison and Condemn, and out of Prison to deliver, and to appear before all and all manner of Judges, Justices and Ministers of the Law; and to

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Compound, Compromit, Conclude, Agree, Recover and Receive; and upon Recovery and Receipt, or upon every Composition or any other Agreement, Acquittances, any other Discharges in my name as Executor as aforesaid and in his own name, or in his own or my name as Executor as aforesaid, to make, seal, and as his or my Deed deliver, and one Attorney or more under him to make substitute, and appoint, revoke; and generally to Do, Execute, Prosecute and Determine all and every other Acts, Things and Things whatsoever, which in and about the Premises or any of them shall be needful, necessary convenient, as fully and effectually as I my self might could Personally do: Holding and allowing for firm and stable, all and whatsoever my said Attorney his Substitutes or Assigns, or any of them, shall lawfully do cause to be done in or about the Premises, or any of them by virtue of these Presents. **And** I the said R. J. the Executor for me, my Executors and Administrators, Covenant, Grant and Agree to and with the said A. B. Executors and Assigns by these Presents in manner following, (that is to say) That I the said J. R. have not, and that I, my Executors or Administrators or any of us at any time hereafter, shall not nor will receive any of the Sums of Money mentioned in the said several Obligations or Conditions in any of them, or any part of them, or any of them Neither shall or will make or give any Acquittance or Discharge for the same or any of them, or for any part thereof without the consent of the said A. B. first obtained to that behalf; unless I or they be thereunto compelled by order in or by any Court of Law or Equity: and neither I the said J. R. nor mine Executors or Administrators or any of us, shall at any time hereafter revoke, disannul or make void this Letter of Attorney, or any of the Power or Authority hereby granted; but that I, my Executors and Administrators shall and will at any times hereafter upon the reasonable request in that behalf made and at the Costs and Charges of the said A. B. his Executors or Administrators, make, give and grant unto him

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A. B. his Executors or Administrators, all such further Power and Authorities, by making of new Letters of Attorney, Warrant or Warrants of Attorney, or otherwise, for the better recovery and receipt of the several Debts and Money mentioned in the Obligations and Conditions in the said Schedule hereto annexed, to and for the sole use and benefit of him the said *A. B.* his Executors and Assigns, as by the Council Learned in the Law of the said *A. B.* his Executors or Assigns, shall be reasonably devised, or advised and required. *In* Witness, &c.

Letter of Attorney to receive Money, due by Indenture, and to pay the same according to Order.

Now all men by these Presents, That I *P. J.* of, &c. for divers good Causes and valuable considerations hereunto moving, ~~Have~~ made, ordained, and in place and stead put and constituted *W. J.* and *W. R.* true and lawful Attorneys Jointly, and each of them severally, for me and in my name, and to my use for and during the Term of, &c. next ensuing the date hereof, to Demand, Sue for, Levy, Recover, Receive and take Satisfaction of Debt or breach of Covenant, or by Distress, and other Lawful ways and means whatsoever of and from *A. B.* of, &c. his Executors and Assigns, all and every such Sum and Sums of Money as from time to time and at times hereafter, during the said Term of, &c. shall be due or payable unto me the said *W.* by or from the said *A. B.* his Executors or Assigns, in or by and according to and every or any of the Covenants and Agreements made and mentioned in one pair of Indentures bearing date, &c. made between, &c. except all such Sum and Sums of Money as I have Authorized *A.* to receive for my and after receipt of the said Sums of Money, or any

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of

of them, to pay the same or such part thereof as I the
P. J. shall from time to time under my hand in Writing
 order direct and appoint, to such Person and Persons,
 in such manner as shall be thereby directed and appointed.
 And I give and by these Presents grant unto my said A
 nies jointly, and to either of them severally, all my
 Power and Lawful Authority concerning the Premises
 on receipt of such Sum and Sums of Money as the
 any of them shall from time to time receive of and
 the said *E. B.* his Executors, &c. to make, Seal and De
 as my Act and Deed unto him and them sufficient
 Lawful discharges for the same, and generally, &c.
 fying, &c. *In Witness, &c.*

*A Letter of Attorney to appear at the Man
 Court to do Suit and Service to the Lord of
 Mannor.*

K Now all men, &c. That I *R. J.* &c. Have
 &c. and appointed *T. E.* my Tenant to pay
 Chief Lord of the Mannor whereof my Lands in
 the County of *T.* are held all such quit-Rents
 due or payable by me for the said, &c. and also
 appear at all and every Court and Courts which sh
 holden for the said Mannor, and do such Suits and
 vices as appertaineth thereunto, for my Lands wh
 hold of the said Mannor, in as full and ample m
 as I my self ought or might do (if I were Pers
 Present) Holding, Confirming and Allowing, &c.
In Witness, &c.

to appear at a Court, and take admittance
unto Lands Surrendered to the Constitutor.

Now, &c. for me and in my name to appear at the
next Court to be holden for the Mannor of, &c. and
for and in my name, and to my use, to require
take admittance and to be admitted unto all such
Tenements and Hereditaments as were lately sur-
rendered by, &c. to the use of me the said W. E. and
Heirs, and Generally to do, &c. prout. In Witness,

A Letter of Attorney for the reviving of a
Judgment.

To all People, &c. J. B. of, &c. Executor of A. B.
late of L. deceased sendeth Greeting. Whereas A. B.
during Term in the Twentieth year of the Reign of, &c.
entered in His Majesties Court of Common Pleas at West-
minster, against M. S. of, &c. as well 60 l. Debt as 30 s.
as by a Judgment there entered and remaining upon
in the same Court doth and may appear; Since
which time the said A. B. is deceased, and the said Debt
and Damages are yet unpaid. Now know ye, That I the
J. B. for divers good and valuable Causes and Consider-
ations me hereunto moving, Have made, &c. T. F. my
Attorney to revive and renew the Judgment aforesaid, and
my name but to the only proper use and behoof of the
said his Executors and Assigns, without Account, to ask,
demand, levy, recover and receive by Composition, Law
or otherwise, of and from the said M. S. his Executors and
Administrators, and all other Persons whatsoever whom it
shall or may concern, as well the said 60 l. Debt as
said 30 s. Costs; and for default of payment thereof,
of any part thereof, to Sue, Arrest, Implead and Im-

prison the said M. S. his Executors and Administrators, against him and them, or any of them to Commence Prosecute all and every such Lawful Writ and Writs, Process, Action and Actions, Suit and Suits, Judgment Judgments, Execution and Executions, and other Acts Acts in the Law whatsoever, for the Recovering, Levying and Claiming of the Sums of Money aforesaid to his their own use and behoof, as the said F. shall be advised &c. And the Lands, Tenements, Hereditaments, Goods and Chattels as well of the said M. S. as of the Executors &c. of the said M. S. to attach, extend, seize, take and in Execution, and one Attorney or more for and to him the said F. to Constitute and Authorize; And more to do, prosecute and perform, acknowledge and execute and cause to be done all and every other lawful Acts, and things as well for the recovering and receiving retaining and having of the Sums of Money aforesaid every or any part and parcel thereof, as for the releasing quitting and discharging thereof and of every part and parcel thereof as fully, lawfully, perfectly and absolutely intents and purposes, as I the said J. my Executors or assigns may, might, should or ought to do in that behalf. And I the said J. do Covenant, That I have not heretofore made any Release or Discharge of or for the Sums of Money as aforesaid; And that I my Executors or assigns other than the said F. or his Assigns, shall not at any time or times hereafter release or discharge the same or any part thereof, without the consent of the said F. or his assigns first had and obtained in writing, or writing willingly do any Act whereby the said Judgment or Debt obtained may be debarred, made void or discharged. Neither will I revoke or disannull this Writing or Letters of Attorney, or any of the Power, Warrant or Authority hereby granted, or herein contained, a Covenant for Assurance, &c. for the recovery and receiving of the same to the use of the said F. as by Counsel Learned, &c. &c.

Letter of Attorney to receive a Book-Debt to the Constitutes own use, with Covenant not to revoke, but to make further assurance.

TO all People to whom this Present writing shall come, G. D. of, &c. sendeth Greeting. Know ye, that I the said G. D. for and in consideration of the Sum of *£*. of Lawful Money of England to me in hand paid and before the enfealing and delivery of these Presents *J. B.* of T. Merchant, the receipt whereof I do hereby acknowledge accordingly, and for divers other good and able considerations me hereunto moving, have made, given, and in my stead and place put and constituted, by these Presents do make, ordain, and in my stead and place put and constitute my loving Friend the said *J. B.* my lawful Attorney and Assign irrevokably, in my name to the only proper use and behoof of the said *J. B.* his Executor and Administrator without Accompt to Ask, Demand, Recover and Receive by all lawful ways and means whatsoever, of and from *E. D.* of, &c. and *J. A.* Marriner, Master of the Good Ship called the *R.* now out upon a Voyage at Sea, or either of them, the Sum of, &c. of Lawful Money of England, which is due unto me from the said *E. D.* and *J. A.* or either of them for Goods delivered to them, or either of them, as by my Books of Accompts shall appear; And I give and by these Presents grant unto the said Attorney, his Substitutes and Assigns all my full Power and Lawful Authority concerning the Premises and the said *E. D.* and *J. A.* or either of them, and all other Persons whom it doth or shall concern, and every of them, and every of their Executors and Administrators, and Assigns (if need shall be) To Sue, Arrest, Attach, Sequester, Imprison and Condemn, and out of Prison to deliver, and

to appear before all Judges, Justices and Ministers of Law; And to Compound, Compromit, Conclude, Agree, Recover and Receive, and of the recovery and receipt, upon every composition or any other Agreement, Accruals or any other discharges in my name but to the aforesaid to make, Seal, and as my Deed deliver, and as my Attorney or more under him, to make, Substitute and voke, and generally to do, Execute, Prosecute and defend mine all and every other Act or Acts, thing and thing whatsoever, which in or about the Premises shall be so full-necessary and convenient, as fully and Effectually as my self might or could do Personally: Holding and allowing for firm, and Stable and Effectual, all and whatever my said Attorney his Substitute or Assigns or any of them shall lawfully do or cause to be done in and about the Premises by virtue of these Presents; And I the said G. D. for me, mine Executors and Administrators and every of us do Covenant, promise, grant and agree to and with the said J. B. his Executors and Assigns by these Presents, That I the said G. D. mine Executors and Administrators or any of us shall not at any time hereafter revoke, disannul or make void this Letter of Attorney, or any part of the Power and Authority hereby granted; neither shall any time hereafter do or commit any kind of Act or thing or things whatsoever which shall or may be prejudicial to the said J. B. his Executors, Administrators or Assigns for or concerning the receipt or recovery of the Premises or any part thereof; But that I, mine Executors and Administrators shall and will at any time hereafter upon reasonable request at the Charges of the said J. B. his Executors or Assigns, make, grant and give to the said J. B. his Executors or Assigns such further power and authority making new Letters or Letter of Attorney, Warrant or Warrants of Attorney as by him or his Counsel Learned in the Law shall be reasonably devised or advised and required. *In Witness, &c.*

Letter of Attorney to receive divers Sums of Money of several Persons named in a Schedule; without Accompt.

TO all People to whom this Present Writing shall come, R. D. of, &c. and F. his Wife, Executors of, send Greeting. **Know ye**, That I the said R. D. and my Wife for divers good and valuable Causes and Considerations us hereunto moving, have made, ordained, and our and every of our heirs and places put and constituted, and by these Presents do put and constitute our loving friend K. P. of, &c. our true and lawful Deputy, Attorney and Assignee irrevokable in our and every of our names, but to the only proper use and behoof of the said R. D. his Executors and Administrators without accompt to ask, demand, levy, recover and receive by Composition, Law or otherwise, of and from all and every the Persons which are mentioned in the Schedule hereunto annexed, and of and from their and every of their Executors and Administrators all and every other Person and Persons whatsoever whom it doth or may concern, all such Sums and Sums of Money as are mentioned in the same Schedule, and which they or any of them, did owe unto the said A. B. in her life time, or do now detain or withhold from us or either of us by Bond, Bill, Specialty, Book, Writing or otherwise howsoever; And we give and by these Presents grant unto our said Attorney all our full and lawful authority concerning the Premises all and every the same Persons named in the said Schedule, and their and every of their Executors, Administrators and Goods, and all and every other Person and Persons whatsoever whom it doth or shall concern, if need shall be, to Sue, Arrest, Attach, Seize, Sequester, Imprison and Condemn, and out of Prison to deliver, and to appear before all and all manner of Judges, Justices and Ministers of the Law, and to Compound, Compromit, Conclude, Agree, Recover and Receive,

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Receive, and of the Recoveries and Receipts, or upon end Compositi^on or other Agreem^{en}ts, Acquittances, or any other Discharges in our or either of our Names to make Seal, and as our and either of our Deeds to deliver, and one Attorney or more under him, to make, Substitute and Revoke, and generally to do, Execute, Prosecute, and Determine all and every other act and acts, thing and thing whatsoever, which in or about the Premises shall be needful, necessary or convenient, as fully and effectually as we the said R. and S. or either of us might or could do personally. And we the said R. D. and S. for us our Executors and Administrators do Covenant and grant to us with the said K. P. his Executors and Administrators these Presents, to hold, confirm and allow for firm, and Stable all and whatsoever our said Attorney, his Substitutes or Assigns shall do or cause to be done in or about the Premises by virtue hereof, without revoking or dissolving nulling any the power or authority hereby granted. And also that we the said R. D. and S. or either of us, have not at any time heretofore nor that we our Executors or Administrators or any of us shall or will at any time hereafter receive any of the Sums of Money aforesaid, or make give any Acquittance or discharge of or for the same, any part thereof, neither have done or committed, or shall or will at any time hereafter do or commit any manner of act or acts, thing or things whatsoever, which, shall may be prejudicial, bar or hindrance to the said K. P. his Executors or Administrators of or in the receipt or recovery of the same. And also that we the said R. D. and S. our Wife, and every of us, our and every of our Executors and Administrators, shall and will at all times hereafter make, give and deliver unto the said K. P. his Executors or Assigns, all such further Letters of Attorney, Powers and Authority for the recovery of the said Debts and Sums of Money, for and to the uses aforesaid, as by the said K. P. his Executors or Assigns or his or their Council Learned in the Law shall be reasonably devised or advised and required. In Witness, &c.

A Letter of Attorney from one to three Jointly
and severally.

TO all People to whom this Present Writing shall
come, H. D. of, &c. sendeth Greeting. **Know ye,**
that I the said H. D. for divers good Causes and Conside-
rations me hereunto moving, Have made, ordained, and
in my stead and place put and constituted; And by these
Executives do make, ordain, and in my stead and place put
and constitute my loving Friends *A. B. C. D. and E. F.* of
Legorn in the parts beyond the Seas Merchants, jointly, or
any two or one of them severally, my true and lawful At-
torneys or Attorney for me and in my name and to my
use to Ask, and Demand, Levy, Recover and Receive by
all Lawful wayes and means whatsoever, of and from all
and every other Person and Persons whatsoever whom it
doth shall or may concern, all such Sum and Sums of mo-
ney, Goods, Wares, *Cambio Maritimo* Merchandizes and
other things whatsoever to me the said H. D. due or owing
or belonging by any Person or Persons whatsoever at *Legorn*
foresaid or else where in the Parts beyond the Seas, by
Bond, Bill, Specialty, Accompt, Writing or otherwise,
howsoever. And I give and by these Presents, grant un-
der my said Attorney Jointly, or any two or one of them
severally, all my full power and authority concerning the
premises, all and every Person and Persons whatsoever
whom it doth shall or may concern, their and every or
any of their Executors, Administrators and Goods (if
need shall be) to Sue, Arrest, Attach, Seize, Sequester,
implead, Imprison and Condemn, and out of Prison to
deliver, and to appear before all and all manner of Jud-
ges, Justices and Ministers of the Law; and to Compound,
Compromit, Conclude, Agree, Recover and Receive, and
of the Recoveries and Receipts, upon End, Composition
or other Agreements, to be made, Acquittances, or other
Discharges for me and in my name to make, Seal, and as
my

my Deed or Deeds to deliver, and one Attorney or more under them or any Two of them to make, substitute, and revoke; and generally to Do, Execute, Prosecute, Perform and Determine all and every such further and other Acts and Acts, Thing and Things whatsoever, which in or about the Premises shall be needful, necessary or convenient, fully, wholly and effectually as I my self might or could do personally: Holding and allowing for firm, stable and effectual all and whatsoever my said Attornies jointly or any one or two of them severally, their Substitute or Assigns shall lawfully do or cause to be done in or about the Premises by virtue of these Presents.

Witness, &c.

A Letter of Attorney to Surrender and Sequestrate Copyhold Lands, and to purchase other Lands with the money; and to do all other things in general.

K Now all men by these Presents, That I A. B. &c. for divers good Causes and Considerations hereunto moving, especially for that I am now bound upon a Voyage to Sea, and the time of my return uncertain; Have made, ordained, and in my stead and place put and constituted, and by these Presents do make, ordain, and in my place and stead put and constitute my loving Friend R. B. of, &c. to be my true and lawful Attorney and Assign for me and in my name, and to use in due and lawful manner to sell and surrender my Copyhold Lands, Tenements and Hereditaments, situate, lying and being in, &c. to the use of such Persons and Persons, and their Heirs, and for such Sum and Sum of money as he shall think good. And with the money or proceed thereof, or with any other Sum or Sum of money which shall belong unto me, to buy and purchase for me and my Heirs such other Lands, Tenements

and Hereditaments, as he shall think fit: As also to ask, Demand, Sue for, Levy, Recover and Receive by Composition, Law or otherwise, of and from all and every Person and Persons whatsoever whom it doth, shall or may concern, all such Sum and Sums of money, Debts, Duties and Demands, as are or shall be due owing or belonging unto me in my absence; and also for me and in my name to answer and defend all and every Action and Actions which shall be brought or commenced against me the said J. and all and every other my affairs and businesses to do and perform in my absence. And I give, and by these Presents grant unto my said Attorney all my full power and lawful strength and Authority concerning the Premises, all and every Person and Persons whom it doth and may concern, and every of them, their and every of their Executors, Administrators and Goods, if need shall be to Sue, Arrest, Attach, Sequester, Seize, Imprison and Condemn, and out of Prison to Deliver, and to appear before all and all manner of Judges, Justices and Ministers of the Law; And to Compound, Compromise, Conclude, Agree, Recover and Receive, and of the Recoveries, Receipts or upon every Composition or other Agreement, Acquittances or any other Discharges in my name, to make Substitute and Revoke, and generally to Do, Execute, Prosecute and Perform all and every such further and other Act and Acts, Thing and Things whatsoever, which in or about the Execution of the Premises shall be necessary or convenient to be done, as fully and effectually, as I my self might or could do being personally present; Holding Confirming and allowing for Firm and Effectual, all and whatsoever my said Attorney shall lawfully do, or cause to be done, in or about the Premises by Virtue of these Presents. *In Witness, &c,*

*A Letter of Attorney to receive and take possession
of Lands Extended.*

TO all People to whom these Presents shall come,
 J. J. of, &c. Surviving Executor of J. L. send
 Greeting. Whereas I the said J. J. by virtue of a Writ
 of Extent upon a Statute Staple directed to the Sheriff
 of, &c. Have Extended, or caused to be Extended di-
 vers Lands, Tenements, Hereditaments, and other Goods
 and Chattels of R. A. of, &c. and of J. E. of, &c. of and
 in the County of, &c. Now know ye, That I the said
 J. J. for that I cannot be there present in my own Per-
 son; Have made, ordained, and in my stead and place put
 and constituted my loving Friend, W. A. and A. S. of, &c.
 my true and lawful Deputies, Attornies and Assigns joint-
 ly or severally, for me and in my name, and to my use to
 receive and take of and from the said Sheriff of the said
 County of, &c. and his Deputies or Assigns as well full
 Possession and Seisin according to my Writ or Writs of
Liberate in that behalf, of all and Singular the Lands, Te-
 nements, and Hereditaments: As of all and singular the
 Goods and Chattels which are extended as aforesaid; and
 the same and every part and parcel thereof for me and in
 my name, and to my use to keep and detain, and all and
 every other Act and Acts, Thing and Things whatsoever
 which in or about the Premisses shall be needful, necessary
 or convenient to do and execute as fully and effectually, as
 I my self might or could do, being Personally present
 Holding and allowing for firm, Stable and Effectual all
 and whatsoever my said Attornies or either of them shall
 jointly and severally lawfully do or cause to be done in or
 about the premisses by virtue of these Presents. In Wit-
 ness, &c.

A Letter of Attorney to receive an Annuity granted by Indenture &c.

TO all People to whom these Presents shall come. I H. E. of, &c. send Greeting. Know ye, That I the said H. E. as well for and in consideration of the Sum of, &c. to me in hand at and before the enfealing and delivery of these Presents by J. T. paid, the receipt whereof I the said E. do hereby acknowledge accordingly, as for other good Causes and Considerations me thereunto moving, Have made, ordained, and in my stead and place put and constituted; And by these Presents do make, ordain, and in my stead and place put and constitute the said J. T. my true and lawful Deputy, Attorney and Assign irrevocable, for me and in my name, but to his own proper use and behoof, without Accompt to Ask, Demand, Levy, Recover and Receive by Composition, Law or otherwise, of and from all Persons whatsoever whom it doth, shall or may concern; the Sum of, &c. which was due and payable at the Feast of, &c. last past, in part of an Annuity or yearly Rent of &c. *per annum* to me due and payable in and by one Indenture of Annuity bearing date, &c. and all Sum and Sum of money, Penalties and Forfeitures which are or shall be forfeited or incurred by reason of the Non-payment thereof; and also all such payments, Sum and Sums of money as between this and the, &c. day of, &c. which shall be in the year of, &c. shall be to me due, payable or belonging, by force, virtue or means of the said Indenture, or of any Covenant or Agreement therein contained; which payments and Sums of money are Issuing and going out of the Mannor of, &c. in E. in the County of, &c. and out of other Lands in the same Indenture expressed. And I give and by these Presents grant unto my said Attorney, all my full power and lawful Authority concerning the Premises; and for not payment of the Sum and Sums of money aforesaid, and every

or any of them, in my name to enter into all and singular the Premises or any part thereof in the same Indentures expressed, and there to distrain for the same; and the Distress and Distresses so there from time to time to be taken and had, to lead, and drive, take away, impound, detain and keep until the said Sum and Sums of money aforesaid, and every part thereof shall be unto the said J. T. his Executors or Assigns fully paid; and upon payment and receipt thereof, or any part thereof, or upon any Composition or Agreement, Acquittances or any other Discharges in my name to make, seal and as my Deed to deliver, and one Attorney or more under him to Substitute and Revoke, and generally to Do, Execute, Procure and Perform all and every other act and acts, thing and things whatsoever which shall be needful or necessary to be done, as fully and effectually, and in as large and ample manner and form, as I my self might or could do being personally Present; Holding and allowing for firm and effectual, all and whatsoever my said Attorney shall lawfully do or cause to be done in and about the Premises by virtue of these Presents. And I the said E. do Covenant, That I the said E. will not revoke or disannul any of the Power or Authority hereby granted; Neither will receive any of the Sums of money aforesaid, or any part thereof neither will do or commit, or suffer to be done any act or acts, thing or things whatsoever, to hinder or prejudice the said J. D. his Executors or Assigns of or from the receiving and enjoying of the same, and of every part thereof, to his and their own use: And that the said E. will at all times hereafter upon reasonable request therefore to be made, make and grant such further Power and Authority unto the said J. T. his Executors and Assigns, for the receiving, recovering and enjoying of the Sum or Sums of money aforesaid, and all Arrears of the same to the uses aforesaid, according to the true intent and meaning of these Presents, as by the said J. T. or his Council Learned in the Law shall be reasonably devised, or advised and required. *In Witness, &c*

A Letter of Attorney to appear at a Court, and take up certain Lands and Surrender the same.

K Now all men by these Presents, That I W. O. of &c. for divers good and valuable Causes and Considerations me hereunto moving, Have made, ordained, and in my stead and place put and constituted, and by these Presents do make, ordain, and in my stead and place put and constitute R. O. and R. G. of, &c. my true and lawful Attornies and Assigns jointly and each of them severally, for me and in my name to appear in the Court holden for the Mannor of H. in the County of, &c. and there for the use of me and mine Heirs to take up according to the Custom of the said Mannor, one parcel of customary Land lying on the East part of the Messuages called, &c. and the same to being taken up in due and lawful manner according to the Custom of the same Mannor, to Surrender the same to the use and behoof of R. C. of, &c. and of his Heirs and Assigns for ever, and generally all and every act and acts, thing and things whatsoever which in or about the Premises shall be needful, necessary or convenient to do, execute, finish and perform as fully and effectually, as I my self might or could do if I were there personally present; Holding and allowing for firm and effectual all and whatsoever my said Attornies or either of them severally shall lawfully do or cause to be done in and about the Premises by virtue hereof. *In Witness, &c.*

A Letter of Attorney to deliver an Estate.

K Now all men by these Presents, That I E. S. of
 &c. Have made, ordained, and in my stead and
 place put and constituted, and, &c. in my stead and place
 put and constitute T. D. to be my true and lawful Attorney
 in my name and stead into all and Singular the Premises
 with their and every of their appurtenances mentioned
 in a certain pair of Indentures made between me the
 said E. S. on the one part, and W. W. of, &c. of the o-
 ther part, bearing date the day of the date hereof, or in-
 to any of them, or any part or parcel of them or any of
 them, in the name of the whole to enter, and full and
 peaceable Possession and Seisin thereof for me and in
 my name, in the name of the whole to take; And after
 such full and Peaceable Possession so thereof had and ta-
 ken, the full and Peaceable Possession and Seisin of the
 said Premises, or any part and parcel of them or any of
 them, in the name of the whole to the said W. W. or his
 Attorney in that behalf to deliver; To hold to the said
 W. W. his Heirs and Alligns according to the form and ef-
 fect and to the uses and intents in the aforesaid Indentures
 mentioned and expressed; Ratifying, and by these Presents
 confirming all and whatsoever my said Attorney shall do
 or cause to be done in the Premises, as fully and wholly as
 I my self might or could do if I were there Personally
 present. *In Witness, &c.*

Another to take an Estate.

Know all men by these Presents, That I *W. W.* of, &c. for divers good Causes and Considerations me at this present especially moving; **Have** made, ordained, and in my stead and place put and constituted; by these Presents do make, ordain, and in my stead and place put, and constitute my loving Friend *S. T.* of my true and lawful Attorney and Assign, for me and my stead and name, of the Delivery and Feoffment *E. S.* to take estate to me and my Heirs for ever, according to the Force, Form and Effect of certain Indentures bearing date the day of the date hereof, made between the said *E. S.* on the one part, and me the said *W. W.* of the other part; Ratifying, and by these Presents confirming all and whatsoever my said Attorney lawfully do or cause to be done in and about the execution of the Premises, as fully and wholly as I myself could have done if I had been there Personally present. In Witness, &c.

*A Letter of Attorney from a Master of a Ship
to his Wife and other Friends, with Power
not to do any thing without consent of his Wife*

K Now all men by these Presents, That I K. H. &c. for that I am now bound upon a Voyage to divers Ports and Places in the Parts beyond the Sea there to continue some certain time; **Have** made, ordained, and in my stead and place put and constituted and by these Presents do make, ordain, and in my stead and place put and constitute my Wife S. and J. T. Attornies jointly and severally, for and in my name, to my use, to Ask, Demand, Sue for, Levy, Recover, Receive of and from, &c. all such Sum and Sums of money as is in any wise due or owing unto me for any matter, cause or thing whatsoever: Nevertheless, my intent and true meaning is That the said J. T. shall not Execute or Perform any Act, matter or thing in or about the Premisses, without the Consent and Agreement of my Wife S. thereunto first had and obtained in writing; Any thing herein contained to the contrary notwithstanding; In Witness, &c.

*A Letter of Attorney to receive Rents for
payment of a Debt, and to deliver the Remainder*

K Now all men by these Presents, That I A. &c. for divers good Causes and valuable Considerations me hereunto moving; **Have** made, ordained in my stead and place put and constituted; and by these Presents do, &c. my loving Friend C. D. of, &c.

Letters of Attorneys.

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in my name and to the uses hereafter expressed, to Ask,
 Demand, Levy, Recover, Receive and take of, &c. by
 Action of Debt, Distress, and all other Lawful ways and
 means whatsoever, of all and every my Tenants and other
 persons whom it doth or shall concern, all and every the
 Rent and Rents which unto me shall be due or paya-
 ble at the Feast of, &c. And of the same Rents and Sums
 of Money to retain and keep to his own use, without any
 account therefore to be rendred the Sum of, &c. which I
 do owe to the said E. G. and to deliver the remainder
 thereof to me or my Assigns upon request therefore to be
 made: And I give, and by these Presents grant unto my
 Attorney all my full Power and lawful Authority con-
 cerning the Premises, if need shall be, to Commence and
 execute in my name any Action or Actions, Suit or Suits
 at Law for the Recovering and Receiving of the Premises;
 and if need shall be to distrain and make Reentry into
 any of the Premises; and upon Recovery or
 receipt of the Premises, or any part thereof for me
 in my name to make and give and one Attorney or
 under him to Substitute and revoke, and generally to
 Execute, Prosecute, Conclude and Finish all and every
 further and other lawful and reasonable Acts and
 things for the Execution of the Premises as shall be any
 needful or requisite: and I the said A.B. do Covenant,
 until the said C.D. his Executors or Assigns, shall out-
 of the Rents before mentioned be paid the said Sum of, &c.
 the said A. my Executors or Assigns shall not receive, ac-
 count or discharge the said Rents or Arrearages of Rents, or
 any part thereof; neither will revoke, or disannull or make
 void any of the Power, Warrant or Authority hereby
 granted, &c. *In Witness, &c.*

*A Letter of Attorney to receive and recover
Rents due upon Leases.*

K Now all men by these Presents, That we *L. W.* and *P. K.* of, &c. in part of discharge of Trust and Confidence in us reposed by *D. W.* of, &c. made, ordained, and in our and every of our steads places put and constituted, and by these Presents do ordain, and in our steads and places put and constitute loving Friend *R. D.* of, &c. one of the Executors of *W.* our and every of our true and lawful Attorney and Agent in our Names, but to the only proper use and behoof of said *R. D.* without any Accompt thereof to us to be rendered; to Ask, Demand, Levy, Recover and Receive by Composition, Law or otherwise, of and from all every the Tenant and Tenants, or occupiers of all every or any the Messuages, Lands, Tenements or Hereditaments hereafter mentioned; and of all Person and persons whatsoever whom it doth, shall or may concern such Rents and Arrearages of Rents as are already due payable, or hereafter shall be due or payable unto us said *T. F. L. W.* and *P. R.* or any of us, out of or for all the Mansion House with the Appurtenances, and all and the Lands, Tenements and Hereditaments in *E.* were heretofore demised by *S. A.* unto *W. D.* by Indenture of Lease bearing date, &c. which Lease and Premises afterwards assigned and set over unto us the said *T. F. L. W.* by his Indenture of Assignment bearing date, &c. and to grant, make, seal, and deliver as our Deeds, all and such Grant, Lease and Leases of the Premises and part thereof, for such Rent and Rents, Term and as he shall think good; Giving and by these Presents giving unto our said Attorney, all our and every of our Power and Lawful Authority concerning the Premises to Sue, Arrest, Attach, Seize, Sequester, Imprison and condemn, and to Distrain or bring Action and Att

right for the same Rents and Arrearages of Rents, and for every or any part thereof, and for non-payment of the said Rents, or any part thereof, to reenter, and in our Names to make reentry into all and every the Premises or any part thereof in the Name of the whole; and upon Receipt of the same Rents and Arrearages of Rents, or any part thereof, to give Acquittances and discharges for the same; and one Attorney or more under him to Substitute and Revoke, and generally to do, Execute, Prosecute, Finish and Determine all and every Act and Acts, Thing and Things whatsoever concerning the Premises, as fully and effectually as we our Selves might or could do Personally; and allowing and allowing for Firm and Effectual, all and whatsoever our said Attorney his Substitutes or Assigns shall do in and to be done in or about the Premises by virtue of these Presents. *In Witness, &c.*

*Letter of Attorney to take Possession of Lands,
and to Demise and let the same.*

Now all men by these Presents, That I G. S. &c. for divers good Causes and valuable Considerations hereunto moving, **Have** made, ordained, and in my own hand and place put and constituted; and by these Presents have made, ordained, and in my hand and place put and constituted, my loving Friends J. P. and E. P. of, &c. my true and lawful Attorney and Attorneys jointly, and every one of them severally, for me and in my name and to my use, to enter into all those my Messuages, &c. with their Appurtenances in S. and A. and in either or any of them in the County of D. and full Possession of the same and of any or any part or parcel thereof in the name of the said J. P. and E. P. to take, and after such Possession had and taken, to lease, set and to Farm let the said Lands and Premises, every or any part or parcel thereof, in my name and to the use, to such Person and Persons, and for such reasonable Rent and Rents, and for such time and term not exceeding

ing one year from the day of, &c. to be accounted, as with and under such reasonable Covenants and Conditions as my said Attorneys jointly, or either of them severally shall think fit ; Reserving always and taking special care for the preservation of the Woods and Underwoods thereupon growing ; and all such Writings as shall be therein needed to make, Seal and deliver as my Act and Deed. And I give and by these Presents grant unto my said Attorneys jointly, and every one of them severally, all my full power and lawful Authority, and all and every Act and Acts, Things and Things whatsoever which in or about the Premises shall be needful, necessary and convenient, to do and execute as fully and effectually as I my self might or could Personally ; Holding and allowing for Firm and Effect all and whatsoever my said Attorney shall do or cause to be done in and about the Premises by virtue of these Presents
In Witness, &c.

Mortgage

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Mortgages.

A Mortgage in Fee.

This Indenture made, &c. Between E. B. of, &c. and F. his Wife of the one part, and H. P. of, &c. the other part, **Witnesseth**, That the said E. B. and F. his Wife, for and in Consideration of the Sum of, &c. of lawful Money of *England* to them or one of them in and at or before the Sealing and delivery of these Presents the said H. P. well and truly paid, the Receipt whereof they hereby acknowledge, and thereof and of every part and parcel thereof do Acquit and Discharge the said H. P. his Executors and Administrators, and every of them by these Presents, **Have** given, granted, bargained, sold and demised; and by these Presents do, and either of them doth give, grant, bargain, sell and demise unto the said H. P. his Executors, Administrators and Assigns all those, Situate and being in, &c. heretofore in the Tenures and Occupations of, &c. and all Ways, Passages, Lights, Easements, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Messuages and Premises, **To have and to hold** the said Messuages and Premises hereby given, granted, bargained, sold and demised, or meant, mentioned or intended to be hereafter given, granted, bargained, sold and demised, and every part and parcel thereof, with the Appurtenances, unto the said H. P. his Executors, Administrators and Assigns, from the day next before the day of the date of these Presents, unto the full end and Term of One thousand years from thence next ensuing and fully to be compleat and ended: **Helding** and paying therefore during the said term, unto the said E. B. and F. his Wife, their Heirs or Assigns, only

one Pepper corn at the Feast of, &c. yearly as the fa
shall be Lawfully Demanded. **Provided** always ne
theless, and upon Condition; That if the said E. B. and
his Wife, or either of them, their or either of their He
Executors, Administrators or Assigns, shall well and tr
pay or cause to be paid unto the said H. P. his Executo
Administrators or Assigns, the said Sum of, &c. of Law
Money of *England* on the, &c. at or in the now Dwelling
House of, &c. That then and from thenceforth this p
sent Indenture, and the Gift, Grant, Bargain, Sale
Demise hereby made of the Premises, shall cease, de
mine, and be utterly void and of none Effect to all
tents and Purposes whatsoever; This Indenture or a
thing herein contained to the contrary thereof in any
notwithstanding. **Provided** also, That while and until
fault shall be made in payment of the said Sum of, &c.
some part thereof, contrary to the Proviso or Condition
foresaid, It shall and may be lawful to and for the said E
and F. his Wife, their Heirs and Assigns, to hold and
joy the Premises aforesaid with the Appurtenances,
to their own use and uses to receive and take the Re
Issues and Profits thereof, without the let or denial of
said H. P. his Executors, Administrators or Assigns, or
of them: and the said E. B. and F. his Wife, for the
selves and either of them, their and either of their He
Executors, Administrators and Assigns, do jointly and
verally Covenant, Promise and Grant to and with the
H. P. his Executors, Administrators and Assigns, by the
Presents, in manner and form following, (That is to
That they the said E. B. and F. his Wife on the day of
date hereof, and at the time of their Sealing and Deliv
of these Presents, are and stand, or one of them is
standeth Lawfully and Rightfully Seised of a good, fe
perfect, absolute and indefeasible Estate of Inheritance
Fee-simple to them or one of them, their or one of the
Heirs for ever of and in the said Messuages and her
granted Premises or meant, mentioned or intended to
hereby granted and demised; with the Appurtenances;

now have in themselves, or one of them hath in him or
 her self full power, good right, true title, and lawful and
 absolute Authority to grant, Bargain, Sell and demise the
 same Premises and every part thereof with the Appurte-
 nances, unto the said H. P. his Executors, Administrators
 and Assigns, in manner as aforesaid: And that he the said
 H. P. his Executors, Administrators and Assigns (subject
 to the Provisoes or Conditions aforesaid) shall or may law-
 fully, peaceably and quietly have, hold, occupy, possess,
 and enjoy the said Messuages and Premises hereby granted
 and demised with the Appurtenances, for and during the
 said term of one thousand years afore granted, without the
 let, Suit, Deniel, Eviſtion, Claim, Demand, Moleſtation,
 Interruption of them the said E. B. and F. his Wife, or
 either of them, their or either of their Heirs, Executors,
 Administrators or Assigns, or of any other Person or Per-
 sons whatsoever; and that free and clear, and freely and
 clearly acquitted, exonerated and discharged of and from
 all and all manner of former and other Bargains, Sales, Gifts,
 Grants, Leases, Mortgages, Jointures, Dowers, Thirds,
 Settlements, Wills, Entails, Fines, Forfeitures, Amercia-
 nals, Statutes, Judgments, Recognizances, Annuities,
 Rent-charge, Rent-ſeck, Debts of Record to the Queens
 Maſteſty, and of and from all other Eſtates, Titles, Trou-
 ſes, Charges and Incumbrances whatsoever, And also that
 the said E. B. and F. his Wife, or one of them, their or
 either of their Heirs, Executors or Assigns, shall and will at
 their ſome or one of their own proper Coſts and Charges,
 procure and deliver or cauſe to be procured and delivered
 unto the said H. P. his Executors, Administrators or Assigns,
 within three Months now next coming, true Copies of all
 and every the Deeds, Evidences, or Counter-parts of Lea-
 ſes and other Writings whatsoever which touch or concern
 the said Messuages, Tenements and Premises aforegranted,
 any part thereof, that he or they can come by without
 it in Law, to be by him the said H. P. his Executors, Ad-
 ministrators and Assigns kept and detained while and until
 Payment of the said Sum of, &c. and every part there-
 of.

of. And the said *E. B.* and *F.* his Wife, for themselves, and either of them, their and either of their Heirs, Executors, Administrators and Assigns, do further severally Covenant, Promise and Grant to and with the said *H. P.* his Executors, Administrators and Assigns by these Presents as followeth, *viz.* That he the said *E. B.* and *F.* his Wife, or one of them, their or one of their Heirs, Executors, Administrators or Assigns shall and will well and truly pay or cause to be paid unto the said *H. P.* his Executors, Administrators or Assigns the said Sum of, &c. on the day and at the place of payment thereof aforementioned, according to the Proviso or Condition aforesaid for the redemption of the said Mortgaged Premises; and in case the same and every part thereof shall not be so paid as aforesaid, That then the said *E. B.* and *F.* his Wife, and either of them, their and either of their Heirs, and all other Person and Person whatsoever, and their Heirs lawfully claiming, or to claim any Estate, Right, Title, or Interest in or to the said *fuages*, Tenements and Premises afore granted, or in or any part or parcel thereof, shall and will at any time or times then after make, do and execute, or cause and procure to be made, done and executed all and every such further and other Fine and Fines, Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances, Acts, Deeds and Things in Law whatsoever, for the further and better granting, settling, releasing, conveying and confirming of the said Bargained Premises, and every part and parcel thereof with the Appurtenances thereof, unto and upon the said *H. P.* his Executors, Administrators and Assigns, for and during the then rest and residue of the term of one thousand years aforegranted, which shall then to come and unexpired; As by the said *H. P.* his Executors, Administrators or Assigns, or his or their Counsel Learned in the Law shall be reasonably devised, advised and required. *In Witness, &c.*

A Release and Confirmation of a Mortgage.

This Indenture made, &c. Between *E. B.* of, &c. of the one part, and *H. P.* of the other part. ~~Where~~ the said *E. B.* by his Indenture or Deed Indented of Mortgage bearing date the, &c. last past before the date of these Presents, in consideration of the Sum of, &c. of Lawful Money of *England* therein mentioned to be paid to him by the said *H. P.* Did give, grant, bargain, sell and demise unto the said *H. P.* his Executors, Administrators and Assigns, all those, &c. and the Reversion and the Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Messuages and Premises, ~~To have and to hold~~, unto the said *H. P.* his Executors, Administrators and Assigns from the day next before the day of the date thereof unto the full end and term of one thousand years from thence next ensuing and fully to be compleat and ended, at and for the yearly Rent of one Pepper-corn payable as is therein mentioned under a certain Proviso or Condition of Redemption therein contained, by the payment of the Sum of, &c. of Lawful Money of *England* on the, &c. next ensuing the date of the said Indenture, at the place of payment therein mentioned, as by the said recited Indenture of Mortgage (amongst divers other Covenants, Clauses and Agreements therein contained) relation being thereunto had, may more at large appear. ~~And whereas~~ by one Indenture or Deed Indented Tripartite bearing date the said, &c. made between the said *E. B.* of the first part, *H. P.* of the second part, and *R. C.* of the third part, he the said *E. B.* did Covenant with the said *H. P.* That he the said *E. B.* and his Wife, and the Heirs of the said *F.* should and would with in due form of Law, Levy and Acknowledge unto the said *R. C.* and his Heirs one Fine *Sur Conuzance de droit come ceo*, &c. of the said Messuages, &c. with the Appurtenances; which said Fine was accordingly levied of the premises as of *Hilary* Term now last past, and was by the said

said Deed declared by all the said Parties hereunto, to be and enure for the Strengthening, Corroborating, Ratifying and Confirming of the said recited Indenture of Mortgage and term of One thousand years thereby granted unto the said *H. P.* his Executors and Assigns, for the securing the payment of the said Sum of, &c. unto him and them in such manner as in the said recited Indenture of Mortgage is mentioned: and afterwards to the use and behoof of the said *E. B.* and of his Heirs and Assigns for ever, as by the said Fine and the said last recited Deed Indented, relation being thereunto respectively had, may more at large appear. And whereas the said Sum of, &c. principal Money or any part thereof, was not accordingly nor yet is paid whereby the Premises with the Appurtenances are become forfeited and absolute in said *H. P.* his Executors, Administrators and Assigns, for the now residue of the said Term of One thousand years, by the said recited Indenture of Mortgage granted: **Now this Indenture Witnesseth** That the said *E. B.* for and in consideration of the Sum of, &c. of Lawful Money of *England*, to him in hand at or before the enfealing and delivery of these Presents by the said *H. P.* well and truly paid, the receipt whereof he the said *E. B.* hereby acknowledgeth, and thereof and of every part and parcel thereof doth acquit and discharge the said *H. P.* his Executors and Administrators and every of them for ever by these Presents, Hath granted, remised, released and confirmed; and by these Presents doth grant, remise, release and confirm unto the said *H. P.* his Executors, Administrators and Assigns, the said Messuages, &c. and also the Premises with the Appurtenances by the said recited Indenture of Mortgage granted or intended to be granted, and all his Estate, Right, Title, Interest, Equity and Power of Redemption, Claim and Demand whatsoever, of, in and to the same, and of every part thereof, for and during all the now rest and residue of the said Term of One thousand years by the said Indenture of Mortgage granted; and also the said *E. B.* for the Considerations foresaid, doth by these Presents remise and release unto the

said *H. P.* his Executors, Administrators and Assigns, all
 and every the Provisoos and Conditions of Redemption,
 and all other Provisoos and Conditions whatsoever mention-
 ed and contained in and by the said recited Indenture of
 Mortgage, which any ways tend or may be construed in
 Law or Equity to make void or determine the same, or the
 Grant, Bargain, Sale or Demise thereby made of the Pre-
 mises. **Provided** always, and these Presents are upon this
 Condition following, and it is the true intent and meaning
 of these Present, and of the said Parties hereto, That if
 the said *E. B.* his Heirs, Executors, Administrators or As-
 signs, shall well and truly pay or cause to be paid unto the
 said *H. P.* his Executors, Administrators or Assigns, the
 Sum of, &c. of lawful Money of *England* on the, &c. next
 ensuing the date above written, at or in the now Dwelling-
 house of, &c. over and above all Parliament and other
 Taxes, Charges and Reprizes whatsoever, That then at
 any time afterwards he the said *H. P.* his Executors, Ad-
 ministrators or Assigns, shall and will at the reasonable re-
 quest, and at the Costs and Charges in the Law of the said
E. B. his Heirs, Executors or Assigns, transfer, assign and set
 over unto the said *E. B.* his Heirs, Executors or Assigns,
 or to such other Person and Persons as he or they shall
 appoint, the said recited Indenture of Mortgage, and the
 remises hereby granted with the Appurtenances and all
 his Estate, Right, Title, Interest, Claim and Demand in
 and to the same, for and during the residue of the said
 One thousand years, by such reasonable ways and means as
 Counsel shall advise: **This Indenture** or any thing here-
 in contained to the contrary thereof in any wise notwith-
 standing. **Provided** also, That until default shall be made
 in payment of the said Sum of, &c. or some part thereof,
 contrary to the form aforesaid, it shall and may be law-
 ful to and for the said *E. B.* his Heirs and Assigns, to
 hold and enjoy the Premises aforesaid with the Appur-
 tenances to his and their own use and uses, to Receive
 and take the Rents and Profits thereof, without the Let
 or denial of the said *H. P.* his Executors, Administrators

or Assigns, or any of them. And the said *E. B.* for himself, his Heirs, Executors, Administrators and Assigns, doth Covenant, Promise, Grant, Declare and Agree to and with the said *H. P.* his Executors, Administrators and Assigns by these Present, That in case the said Sum of &c. and every part thereof shall not be so paid as aforesaid, That then the said *H. P.* his Executors, Administrators and Assigns, shall or may lawfully, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said &c. hereby released, and granted with the Appurtenances for and during the residue of the said Term of One thousand years, by the said Indenture of Mortgage granted, without the Let, Suit, Denial, Eviction, Claim, Demand, Molestation or Interruption of him the said *E. B.* his Heirs, Executors, Administrators or Assigns, or of any other Person or Persons whatsoever; And that free and clear, and freely and clearly acquitted, Exonerated and Discharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, and of and from all other Estates, Titles, Troubles, Charges and Incumbrances whatsoever: And that the said Fine so levied as aforesaid, shall be and enure to and for the only use and behoof of the said *H. P.* his Executors, Administrators and Assigns, while and until the payment of the said Sum of, &c. as aforesaid; and afterwards to the use and behoof of the said *E. B.* his Heirs and Assigns for ever, any thing aforesaid to the contrary notwithstanding. And the said *E. B.* for himself, his Heirs, Executors, Administrators and Assigns, doth further Covenant, Promise and grant to and with the said *H. P.* his Executors, Administrators and Assigns by these Presents as followeth, *viz.* That he the said *E. B.* his Heirs, Executors, Administrators or Assigns shall and will well and truly pay or cause to be paid unto the said *H. P.* his Executors, Administrators or Assigns, the said Sum of, &c. on the day and at the place of payment thereof aforesaid, according to the Proviso or Condition aforesaid, for the repurchase of the said Mortgaged Premises

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and in case the same and every part thereof shall not
so paid as aforesaid, That then the said E. B. and his
Heirs and all and every other Person and Persons, and
their Heirs, lawfully Claiming or to Claim any Estate,
Right, Title or Interest in or to the said Messuages and
Premises afore granted, or in or to any part or parcel
thereof, shall and will at any time or times then after
make, do and execute, or cause and procure to be made,
done and executed all and every such further and other
Fine and Fines, Recovery and Recoveries, Assurance and
Assurances, Conveyance and Conveyances, Acts, Deeds
and Things in the Law whatsoever, for the further and
better granting, settling, releasing, conveying and con-
firming of the said Messuages and Premises, and every
part and parcel thereof, with the Appurtenances, unto
and upon the said H. P. his Executors, Administrators
and Assigns, for and during the rest and residue of the
said Term of One thousand years afore granted, which
shall be then to come and unexpired, as by the said H. P.
his Executors, Administrators or Assigns, or by his or
their Council Learned in the Law, shall be reasonably de-
vised, advised or required. *In Witness, &c.*

A Bargain and Sale and not a Mortgage, as yet the Bargainor hath liberty upon payment a Sum of Money to have it reconveyed him.

This Indenture made, &c. between J. W. the one part and W. P. of the other part: *Whereas* by one Indenture bearing date the, &c. and by one other Indenture of Bargain and Sale bearing even date with these Presents both of them made between the said parties, the said W. for the consideration of, &c. Pounds of, &c. therein mentioned hath granted, bargained, sold and conveyed, made mention to grant, bargain, sell and convey unto the said J. W. his Heirs and Assigns all that the Mannor, &c. in and by the said Indenture, relation, &c.

Now this Indenture Witnesseth, that it is Covenanted, granted, concluded and agreed by and between the said Parties to these Presents; And the said J. W. for himself, his, &c. doth Covenant, promise and grant to and with the said W. P. his Heirs and Assigns by these Presents that if the said W. P. his Heirs, Executors, Administrators, Assigns, or any of them do and shall well and truly perform or cause to be paid unto the said J. W. his Executors, Administrators the full Sum of, &c. upon the, &c. day of, &c. next ensuing the date of this present Indenture, at in the, &c. that then he the said J. W. his Heirs or Assigns shall and will at any time within one year next after such payment made as aforesaid at and upon the reasonable Request and proper Costs and Charges in the Law of the said W. P. his Heirs or Assigns well and sufficiently convey and assure unto the said W. P. his Heirs and Assigns by such good and sufficient Conveyances and Assurances as the said W. P. his Heirs or Assigns, or his or their Counsel Learned in the Law shall be reasonably devised, advised, And and singular the said Mannor, &c. and P.

miffes whatfoever, which in and by the faid recired Indentures or either of them are conveyed unto the faid J. W. and his Heirs as aforefaid free and clear from all Incumbrances had, made or done, or to be had, made or done by the faid J. W. his Heirs or Affigns. And yet nevertheless it is hereby declared and fully agreed by and between the faid Parties to thefe Presents for them and their Heirs, that the faid Conveyances made by the faid P. W. to the faid J. W. as aforefaid, or thefe Presents were not nor are intended nor fhall be taken or conftrued to be in the nature of a Mortgage or Security for Money in any, or to give any equitable right, truft or liberty of Redemption of the Premiffes unto the faid P. or his Heirs. Neither fhall the faid J. W. or his Heirs or Affigns be any way accountable for the Profits of the faid Mannor, &c. and the Premiffes unto the faid W. P. his Heirs or Affigns in cafe they fhall make payment of the faid Sum of, &c. at the day and place before mentioned; neither fhall the faid P. his Heirs, Executors, or Administrators be any way compellable in Law or equity to pay the faid Money the fame being left to his and their free choice whether he or they will pay the fame or not. And in cafe he or they fhall not pay the fame upon the faid day, &c. now next enfuing, then the faid J. W. his Heirs, Executors or Administrators fhall not be compellable to accept the fame, nor make any reconveyance of the faid Mannor, &c. and Premiffes, It being agreed between the faid Parties and hereby acknowledged by the faid P. W. that the faid Sum of, &c. Pounds paid by the faid J. W. is the full and true price of the faid Mannor, &c. and not Money lent but by the faid J. for the abfolute purchafe thereof. Only agreed that the faid P. W. his Heirs or Affigns fhall have an Election and power to have it again, if he or they fhall pay the faid Sum of, &c. at the place aforefaid at the day of, &c. next enfuing the date hereof, but fhall have liberty to pay the fame at any other time. And fhall the faid W. P. or his Heirs, Executors or Administrators fhall not pay the faid Sum of, &c. at the day and place

place aforesaid, then he the said *W. P.* doth for himself and his Heirs hereby disclaim all Suits in Equity; neither shall nor will he or they be relievable in any Court or Courts of Equity or elsewhere concerning the Premises, nor seek to have again the said Mannor or Lands, or account for the Profits thereof, but he the said *W. P.* his Heirs and Assigns upon the request and at the Costs and Charges in the Law of the said *J. W.* his Heirs or Assigns after the said, &c. day of, &c. in case the said Sum of, &c. be not then paid shall and will make such further Release or other Conveyances for the absolute releasing of his and their Right, Title and Interest in Law or Equity, of, in and to the Premises unto the said *J. W.* his Heirs and Assigns as by the said *J. W.* his Heirs or Assigns, or his or their Council Learned in the Law shall be reasonably requested.

And it is farther agreed by and between the Parties to these Presents that if the said Money be not paid upon the said day of, &c. next ensuing, that this present Indenture under the Hand and Seal of the said *W. P.* shall be delivered up unto the said *O.* his Heirs or Assigns to be Cancelled.

In Witness,

A Deed of Covenants upon Marriage.

This Indenture Tripartite made, &c. Between J. B. of, &c. of the first part, S. P. of, &c. of the second part, and G. B. and J. N. of the third part: ~~Whereas~~ a Marriage is Intended by Gods Permission shortly to be had and Solemnized between the said J. B. and S. P. and whereas the said S. P. is now possessed of and interessed in several Goods, Debts, Moneys and share in a Copartnership with E. H. for making of, &c. which amounts in the whole to the Sum of 2000 l. or thereabouts, and as well in Pursuance of the Last Will and Testament of the said P. Deceased, as also in and upon Condition of the said Marriage, It hath been Agreed and Concluded upon between the said J. B. and S. P. that, &c. in Debts and Moneys and, &c. in Goods shall be settled, secured, kept and preserved for and to the use of the said A. P. Spinster, Daughter of the said F. P. Deceased, and S. his Wife, and to that intent and purpose the said S. P. hath before the sealing hereof paid, given and deposited into the hands of the said G. B. and J. N. the Sum of, &c. Sterling; which together with, &c. Principal Money due upon the said Obligations mentioned in the Schedules hereunto annexed, and, &c. more which the said J. B. is obliged and covenants to pay to the said G. B. and J. N. as is hereafter mentioned, will make up the said Sum of, &c. to be preserved and deposited for the said A. **Now this Indenture Witnesseth**, That it is concluded, agreed and declared by and between the said J. B. and S. P. and either of them, followeth; That she the said S. P. for her self, her Executors, Administrators, &c. to and with the said G. B. and J. N. their Executors, Administrators and Assigns by these presents, That not only the said Sum of, &c. already deposited into the hands of the said G. B. and J. N. shall remain and continue in their hands, or at their disposing, but also that she the said S. shall forthwith upon their request

transfer, assign and set over to the said G. B. and J. N. the said Obligations mentioned and set down in the said Schedule hereunto annexed, and the Sums of Money herein mentioned and thereon due and to be due ; and also shall upon their like request, grant, bargain and sell unto the said G. B. and J. N. the said Goods and other things mentioned in the said Schedule hereto annexed, now remaining in and about the now Dwelling-house of the said S. in, &c. by such reasonable ways and means as the said G. B. and J. N. and their Counsel shall advise, to the intent and purpose hereafter declared, mentioned and agreed to : And also, That she the said S. shall forthwith deliver into the possession of the said G. B. and J. N. the &c. mentioned in the said Schedule hereunto annexed, which is the Plate and Goods already belonging to the said A. which was left and given by several Persons to and for the use of the said A. P. and shall convey and sell the said Plate in and by the Conveyances aforesaid to the said G. B. and J. N. if they think fit ; and that the said Plate shall remain and be kept in the Custody of the said G. B. and J. N. for the use of the said A. Item, it is agreed between the said Parties to these Presents, That the said J. B. and S. P. for themselves and either of them, the Executors, Administrators and Assigns, do severally and respectively grant, consent and agree, and the said Debtor Moneys, Goods and Plate in the said Schedule mentioned and the other Sum of, &c. to be paid by the said J. B. according to the Grant already made, and Covenants hereafter mentioned, and true meaning of these Presents, shall be to and for the only use and behoof of the said A. P. her day of Marriage, or age of One and twenty years after happening, together with the Interest which they shall receive and have for the same in the mean time. And the rest of the Estate wherewith the said S. is now possessed, in case the said Marriage take Effect, shall be to the use and behoof of the said J. B. **Provided** nevertheless and it is agreed and declared by and between the said Parties hereto, That in case the said A. P. shall die before

attain to her Age or Marriage first happening, that then the said Moneys and Goods shall be for the use and uses as the said S. P. shall then by any Writing under her hand appoint the same. **Provided** also, and it is expressly declared, Concluded, Provided and Agreed by and between the said Parties to these Presents. That the said G. B. and J. N. their Executors, Administrators and Assigns, or their Lands, Tenements, Goods or Chattels, shall not be Chargeable with or lyable to make good any loss that shall happen in, out of or by the said Moneys or Goods by the failure or delay of any Person or Persons or Securities to whom they shall from time to time or at any time dispose the same Sum of, &c. or any part thereof, or other Moneys to be made of or by the said Goods in case in the Provisoes or Conditions of the said Obligations or Securities for the Moneys and every or any part thereof it shall be mentioned, that the Moneys shall be paid to the said J. B. and J. N. their Executors, Administrators or Assigns for the use of the said A. P. And also it is agreed between the said Parties to these Presents, That it shall be lawful and the said J. B. and S. P. and either of them doth hereby give and grant liberty to the said G. R. and J. N. their Executors, Administrators or Assigns, to deduct and reimburse to themselves out of the Interest from time to time to be received or had for the said Money or any part thereof, all such Money, Charges and Expences which they, either or any of them shall be at, Expend, Disburse or lay out in or about the putting out or getting in or recovering of the Money aforesaid, designed or allotted for the use of the said A. or in or about, or for or by reason of the Trust hereby reposed in them, or any matter or thing relating thereto. And the said J. B. for himself, his Executors, Administrators and Assigns, doth Covenant and Promise to and with the said G. B. and J. N. their Heirs and Assigns by these Presents, That he the said J. B. shall joyn with the said S. P. in the Conveyances to be made for the Assigning of the said Debts and Bargaining of the said Goods to the said G. B. and J. N. as aforesaid, in such

manner as they shall devise, advise or require : And that he the said J. B. shall not at any time hereafter disturb, trouble or molest the said G. B. or J. N. or either of them, their or either of their Executors, Administrators or Assigns, for the said Twenty five Pounds already delivered by the said S. to them as aforesaid, or for the said Plate or any part or parcel thereof. **Provided** nevertheless, and it is Conditioned and Agreed by and between the said Parties to these Presents, That in case the said Marriage take Effect It shall be lawful for the said J. B. and S. P. to use and enjoy the said Goods in the said Schedule mentioned, except the Plate, for and during the space of three years next coming : In case there shall be no Miscarriage, Difference or Decay of Estate, or such like occasion happen in the mean time, for which the said Trustees may and ought justly to deliver and take Legal Course to gain the same in to their Custody according to the Trust in them reposed for the use of the said A. and that the said J. B. his Executors, Administrators or Assigns, shall not at any time hereafter spend, make away or dispose of the said Goods in the said Schedule or Inventory mentioned, or any of them. And further it is agreed, and the said J. B. and S. P. or one of them, their or one of their Executors, Administrators or Assigns, shall and will from time to time, and at all times hereafter during the Minority of the said A. That is to say, while and until the said A. P. shall attain to the Age of One and twenty years, or day of Marriage which shall first happen, maintain, educate and provide for, and bring up the said A. P. in, by and with all and a manner of Food, Raiment, Schooling, Maintenance and Education whatsoever needful and convenient for her ; and of and from the such Maintenance and Education, shall at all times save and keep harmless the said G. B. and J. N. their Executors, Administrators and Assigns, and the Estate of the said A. P. during her Minority as aforesaid. **And moreover** it is agreed, and in Consideration of the Premises the said J. B. for himself, his Executors, Administrators and Assigns, doth Covenant, Promise and Grant to and with

the said G. B. and J. N. their Executors, Administrators and Assigns by these Presents, in case the said Marriage take Effect, and the said S. P. shall happen to Survive and outlive the said J. B. that then the Executors or Administrators of the said J. B. shall pay or cause to be paid to the said G. B. and J. N. their Executors, Administrators or Assigns, for the use and behoof of the said S. P. the Sum of One hundred Pounds of Lawful Money of *England*, in two Months after the death of the said J. B. but in case the said Marriage take Effect, and the said J. B. shall happen to Survive and over-live the said S. P. that then the said G. B. his Executors, Administrators or Assigns, shall and will pay or cause to be paid within two Months after the Decease of the said S. his Intended Wife, the Sum of Twenty Pounds of Lawful Money of *England* in such manner and form, and to such Person and Persons, and use and uses, as the said S. P. shall by any Writing to be Subscribed and Sealed, by her in her life time in the Presence of two or more Credible Persons as Witnesses, thereto limited, order, direct and appoint the same. *In Witness* whereof, &c.

A Lease from the Merchant-Taylors Company assigned in Trust, and afterwards Mortgaged, and then afterwards Mortgaged for a further Sum by Deed and Fine sur concessit, then Mortgaged to another for a further Sum, then all the Money paid off but 200 l. borrowed, for which Penall Bond is given. Then the Premisses assigned to other Trustees on the ancient Trust, Proviso if the 200 l. taken be not paid the Premisses to stand charged therewith.

This Indenture Tripartite made, &c. Between J. the Widow and Relict of F. F. late of, &c. Esq; deceased, W. F. Esq; the only Son and Heir of the said F. F. by the said J. and T. B. of the Inner-Temple London, Esq; of the first part, Sir G. R. of, &c. of the second part, and T. S. Serjeant at Law, and C. A. of, &c. Esq; of the third part: *Whereas* the Master and Wardens of the Merchant Taylors of the Fraternity of St. John Baptist in the City of London by their Indenture of Lease under their Common Seal dated the seventh day of December, &c. for the Considerations therein mentioned did Demise, Lease, let, take and to Farm-let unto the said F. F. All that their Mannor, &c. with all and singular their Appurtenances to the said Mannor belonging or in any wise appertaining, together with liberty to fell, cut down and carry away, or otherwise to make the best advantage, profit and benefit of the Woods then growing on the Common, there belonging to the said Mannor or Lordship, **To have and to hold** the said Mannor and other the Premisses in and by the said recited Indenture mentioned to be Demised with the Appurtenances unto the said F. F. his, &c. from the Feast of, &c. unto the full end and term of sixty one years from thence

hence, &c. Yielding, &c. unto the said Master and Wardens and their Successors and Assigns, or certain Attorney within their Common-Hall commonly called the Merchant-Tailors Hall in London the yearly Rent of 100 l. of, &c. at two usual, &c. and under a certain Covenant, Clause or Agreement in the said recited Indenture of Lease contained for the payment every year yearly during the said term unto J. M. of London, Gent. Common Clerk of the said Society during his Life, and after his decease to such Person and Persons as the said Master and Wardens and their Successors shall nominate and assign to keep Courts there therein is expressed, for or in the name of the Stewards the Sum of 20 l. of like lawful Money of England, as in and by the said recited Indenture, &c. And whereas by other Indenture being an Indenture of Assignment bearing date, &c. made or mentioned to be made between the said F. F. and the said J. his then Wife of the one part, and the said T. B. and E. F. of, &c. (since deceased) of the other part, the said F. F. did assign and set over the said Manor, &c. to the said T. B. and E. F. their, &c. for the *Assignment of the Lease* in and residue of the said Trust. Term of sixty one years up- several Trusts, and in particular in Trust and for the benefit of the said J. F. in case she should happen to survive and out-live the said F. F. and likewise in Trust for the said W. F. or such person as shall happen to be the heir-male of the Body of the said W. F. at the time of the decease of the Survivor of them the said F. F. and J. in case the said W. F. or any *For Issue-male*, heir-male of his Body should be living at the time of the decease of the Survivor of them the said F. F. and J. But in case the said J. should survive and out-live the said F. and W. and W. and that the said W. shall happen to have no Issue-male of his Body living at the time of the decease of the said J. then the said Premises of the Trust thereof to be and remain to and for the use and benefit of the said J. and of her Executors, Administrators

ministrators and Assigns, as by the last recited Indenture of Assignment, and amongst several other the True Articles, Clauses and Agreements therein contained it may appear which said last recited Indenture of Assignment

Considerations of quitting a Joynture. was in truth made in consideration that the said and for the particular convenience of and to com-

with the occasions of the said F. F. had quitted and relinquished her Joynture which was settled upon her by said F. F. before their Intermarriage, and in consideration such Marriage, and of the Marriage-Portion of the said J. received by the said F. and had joyned with the said in a Conveyance of her said Joynture, and which was a much greater yearly value than the said Mannor and Premises herein before mentioned, and the said Premises assigned were by agreement to be in lieu and place of as a satisfaction for such Joynture, albeit there be no mention of any the said Considerations, matters or things therein particularly expressed. And whereas after the making and executing of the last before recited Indenture of Assignment the said F. F. having occasion to borrow and

The Lease in Trust Mortgaged. take up at Interest of N. V. of, &c. the Sum of 700 l. did prevail with

said J. to consent and agree and to give directions to said T. B. and E. F. that they should assign over their Estates in Law in the said Premises, and their term therein for the securing of the repayment of the said J. with the Interest thereof, he the said F. F. undertaking to repay the said Moneys, and upon repayment thereof to procure the said Premises and the term thereof to be conveyed unto the said T. B. and E. F. their Executors Administrators and Assigns, subject to the same Trust for the behalf and for the benefit of the said J. as they were then subject in the hands of the said T. B. and whereupon by one other Indenture of Assignment of &c. and by Fine *sur concessit* thereupon had and levied

term of, &c. then next following for and in consideration
 700 l. therein mentioned to be paid to the said F. F. by
 the said N. V. and other the Considerations therein expressed
 the said F. F. and J. his then Wife, and the said W. F. T. F.
 E. F. did grant and assign unto the said N. V. his, &c.
 said Mannor, &c. and all other the several and respec-
 tive Premises in the said several and respective before
 recited Indentures mentioned. And all the Estate, Right,
 Interest, term of years, claim and demand of them
 the said F. F. and J. his then Wife, W. F. T. B. and E. F. and
 every of them of in and to the said Mannor and Premises
 every part thereof together with the said Original re-
 cited Indenture of Demise and all mean Assignments touch-
 ing the same; **To hold** to the said N. V. his, &c. for and
 during all the rest and residue of the said term of sixty one
 years then to come and unexpired, under a Proviso
 condition nevertheless for the making void *Proviso*.
 thereof upon payment by the said F. F. and W. F.
 their Heirs, Executors, Administrators or Assigns unto the
 said N. V. his Executors, Administrators or Assigns, of the
 Sum of 742 l. at the place and on the several days and
 times therein mentioned, and now long since past, as by the
 last recited Indenture and Fine, Relation, &c. And
 whereas the said Sum of 742 l. mentioned in the said re-
 cited Proviso or Condition in the said last recited Inden-
 ture of Assignment contained was not paid on the days
 and times therein limited for payment thereof by reason
 thereof the said Condition became broken, and the said
 term and term of the said N. V. of and in the said Pre-
 mises became absolute, after which the said N. V. having
 by his Last Will and Testament, and thereby made G. V.
 L. and J. L. all of London Merchants his Executors, de-
 ceased this Life, after whose death the said F. F. having occa-
 sion for a further Sum of Moneys prevailed with the said
 G. V. L. and J. L. to consent and agree and to give directions to the said
 F. F. and E. F. to joyn with the Executors of the said N. V.
 in transferring and assigning the said Premises and the re-
 sidue

*Mortgage for a further Sum, residue of the said to
and the Executors of the first therein for the then
Mortgagee joyn.* sing and securing of s
Money as the said F. F.

then occasion to take up as well for the payment
what was then due upon the Security of the said Premi
unto the Estate of the said N. V. as for his own partic
occasions he the said F. F. promising and undertaking
repay all such Moneys as should be so taken up, and to
cure the said Premisses to be reconveyed to the said T
and E. F. their Executors and Assigns, subject to the s
Trusts on the behalf and for the benefit of the said T
the same were formerly subject in the hands of the
T. B. and E. F. Whereupon by one other Indenture
Assignment being an **Indenture Tripartite** bearing
the, &c. made between the said F. J. his then Wife
T. B. and E. F. of the first part, the said G. V. N. L.
J. L. of the second part, and J. C. of, &c. and T. S.
London, Gent. of the third part, in consideration of 70
paid to the said E. N. N. L. and J. L. and of the fur
Sum of 900 l. paid to the said F. F. by the said J. C.
T. S. the said F. F. J. his then Wife, W. F. T. B. and
and by their appointment the said E. V. N. L. and
did bargain, sell, assign and set over unto the said J. C.
T. S. their, &c. the said Mannor, &c. and all and sing
other the Premisses (*prout supra*) and all the Estate,
Trust, Claim and Demand whatsoever of them the
F. F. J. his then Wife, W. F. T. B. E. F. G. V. N. L.
J. L. and every of them of, in and to the same, To
unto the said J. C. and T. S. their, &c. for and during
the rest and residue, &c. under an agreement on the
of the said J. C. and T. S. for reconveying and reassign
the said Premisses unto the said T. B. and E. F. their, &c. u
payment by the said F. F. and W. F. or either of the
their or either of their Heirs, &c. unto the said J. C.
T. S. their, &c. of the Sum of 1648 l. at the place and
the day and time therein mentioned, as by the said,

and whereas the said Sum of 1648 *l.* mentioned in the Agreement contained in the said last recited Indenture was not paid whereby the Estate of the said J. C. and T. S. and in the Premises became absolute and discharged of the said Agreement. And whereas afterward the said F. F. having occasion for a further Sum of Money towards paying what was due to the said J. C. and T. S: on the Security of the said Premises *Mortgage for a further Sum.* further prevail with the said J. to consent and agree (*prout supra*) &c. Wherein and by one other Indenture of Assignment Tripartite, &c. and made between the said F. F. J. his then wife, W. F. T. B. and E. F. of the first part, the said J. C. T. S. of the second part, and the said Sir G. B. by the name of G. R. of London Merchant, of the third part, in consideration of the Sum of 1500 *l. Sterl.* unto the said J. C. and T. S. by the said Sir G. R. and of 100 *l. Sterl.* by the said F. F. paid unto the said J. C. and T. S. and of 5 *l.* due to the said F. F. and the said J. and to the said W. F. and E. F. by the said Sir G. R. likewise paid the said F. F. the said J. and the said W. F. and also by their direction and appointment the said T. B. and E. F. J. C. and T. S. did again, sell, &c. unto the said Sir G. R. his, &c. **To hold,** under an Agreement (*prout supra mutatis mutandis*) absolute and discharged of the said Agreement in the said Indenture mentioned. And the said F. F. and likewise the said E. F. are both of them since dead. And whereas the said J. F. is desirous and hath agreed to pay in the Money due to the said Sir G. R. upon the Security of the said Premises to the intent to have the said Premises, the said Estate and term therein conveyed and settled subject to the several Trusts herein after limited according to the true intent and meaning of these Presents. And the said J. F. hath been necessitated for the paying and discharging of the said Moneys due upon the said Security to borrow and take up at Interest off and from the full and Sum of 200 *l. Sterl.* for the securing the repayment of which with Interest at a time now to come she the said J. hath

J. hath entered into a Bond of the Penal Sum of 400
Sterl. bearing even date with these Presents. Now the
Presents Witness for and in consideration of the sever
and respective Sums of 5 s. apiece by the said T. L. and C.
severally and respectively in hand paid unto the said

G. R. J. F. W. F. and T. F. the several and
The Money specific Receipts and Payments whereof the
paid off. the said Sir G. R. J. F. W. F. and T. B. do

these Presents severally and respectively acknow
ledge, and thereof, &c. and likewise for and in consider
on of the further, full and just Sum of, &c. Sterling,
the said J. F. likewise in hand paid unto the said Sir G.
in full payment and satisfaction of and for all such M
neys as are any ways due to him upon the Security of
said Premisses, or by force and virtue of the said be
last before recited Indenture of Assignment, or any th
therein contained the Receipt and Payment of which
last mentioned Sum of, &c. the said Sir G. R. doth here
accordingly acknowledge, and thereof, &c. they the
J. F. and W. F. and also by their and each of their direct
and appointment the said T. B. and Sir G. R. have and e
and every of them hath bargained, &c. and by these P
sents they and each and every of them do and doth fo
and clearly and absolutely bargain, sell, assign, transfer
set over unto the said T. S. and C. A. their, &c. the
Mannor and Lordship of R. and all and every other
said several and respective Premisses before mentioned
demised and assigned in and by the said several and re
spective before recited Indentures and Fine, or any of th
and every part and parcel of the same with their and ev
of their Appurtenances. And the reversion and reversion
remainder and remainders, Rents and yearly and o
Profits of all and singular the said Premisses and every
and parcel of the same, and all the Estate, Right, T
Interest and party, term of years yet to come and un

The Premisses conveyed to Tru
stees for the old Trusts.

pired, Trust, claim and
mand whatsoever as well
Law as equity of the

&c. and of each and every of them in, unto and out
 the said Mannor and Premises, and in, unto and out of
 every part and parcel of the same by force and virtue of
 the said several before recited Indentures and Fine, or ei-
 ther or any of them or otherwise howsoever, together
 with the said several before recited Indentures, and the
 Micrography of the said Fine, and all mean Assignments,
 Deeds and Writings touching and concerning the same
 now in the respective hands of them the said J. F. &c. re-
 spectively on which they can respectively come by without
 suit in Law or in Equity, **To have and to hold** unto the
 said T. S. and C. A. their, &c. from henceforth for and
 during all the rest and residue of the said term and time of
 every one years in and by the said herein first before reci-
 ted Indenture of Lease granted yet to come and unexpired,
 shall and subject nevertheless to the several and respective
 trusts, Provisoes and Limitations thereof herein after
 limited, specified and declared; and to and for no other
 intent or purpose whatsoever (that is to say) to the in-
 tent that they the said T. S. and C. A. their, &c. and eve-
 ry of them shall and may in
 the first place pay, defray *In the first place to raise Mo-
 ney to pay Trustees Charges.*
 and discharge all such Pay-
 ments, Charges and Expen-
 ses as they or any of them
 shall have occasion to lay out, pay, expend and be put un-
 to in the execution of any the Trust or Trusts hereby li-
 mited, or by reason of the Estate hereby bargained and
 assigned, and after the paying, defraying and discharge-
 ment of the same, then the said Premises and every of
 them to be in Trust and for the sole use and benefit of the
 said J. F. and her Assigns for and during so much of the
 said term and Estate as she the said J. F. shall happen to
 live; and from and after the decease of the said J. F. and
 after the said W. F. shall happen to be living at the time
 of her decease then in Trust for the said W. F. and his As-
 signs for and during so much of the said Estate and Term
 as he the said W. F. shall happen to live, and
 in

in case the said *W. F.* shall survive and outlive the said *J. F.* and shall happen to leave any Issue-male of his Body living at the time of his decease then the said Premises from and after such dying of the said *W. F.* to be in Trust for such Person and his Assigns as shall at the time of such dying the said *W. F.* happen to be Eldest Issue-male of the Body of the said *W. F.* And in case the said *W. F.* shall happen to die in the life-time of the said *J. F.* having Issue-male of his Body living at the time of his decease, and that such Issue-male of the Body of the said *W. F.* shall happen to be living at the time of the decease of the said *J. F.* then the said Premises immediately from and after the decease of the said *J. F.* to be in Trust for such Person and his Assigns as at the time of the decease of the said *J. F.* shall happen to be Eldest Issue-male of the Body of the said *W. F.* But in case the said *W. F.* shall happen to die without Issue-male of his Body in the life-time of the said *J. F.* or that the said *J. F.* shall happen to survive and outlive the said *W. F.* and that there shall be no Issue-male of the Body of the said *W. F.* living at the time of the decease of the said *J. F.* that then and in either of the said Cases happening the said Premises and all the then residue of the said Estate and Term therein shall be in Trust for the said *J. F.* And in case the said *W. F.* shall happen to survive the said *J. F.* and that the said *W. F.* should happen to die after the said *J. F.* without leaving any Issue-male that then in such case the said Premises and all the then residue of the said Estate and Term therein shall be in Trust for the Executors, Administrators and Assigns of the said *W. F.* ~~Provided~~ alway, and it is declared by the said Parties to the Presents to be the true intent and meaning of these Presents

Proviso, if the 200 l. taken up to make up the whole Money be not paid by J. F. in her life-time, the Profit to stand charged therewith.

and of the said Parties hereto, That in case the said *J. F.* shall happen to die before she shall have paid and discharged the said Money so due unto the said, as aforesaid upon the

and herein before mentioned, that then the said J. S. and A. their, &c. shall out of the Rents, Issues and Profits of the said Premises from and after the death of the said J. S. pay and discharge all such Moneys as shall be any due and owing upon the said Bond as well for Principal as Interest with the growing Interest of the same, any day before, &c.

And the said Sir G. R. Covenants that he hath not at any time willingly or unwillingly done or committed any act, matter or thing whatsoever whereby or by reason whereof the said Premises or any of them are, shall or may be any ways impeached, impeached or incumbered in Title, Charge, Estate, or otherwise howsoever. J. F. and W. F. for themselves, &c. jointly and severally Covenant to and with the said Sir G. R. his, &c. that the said J. F. and W. F. their, some or one of them shall and will from time to time at all times hereafter

request well and sufficiently save harmless and indemnified the said Sir G. R. his, &c. and every of them of and from all and manner of Suits, Troubles, Charges, Expences and Inconveniencies which shall at any time hereafter be committed, sued, prosecuted, happen, come, or be occasioned to or against him, them, or any of them, for or by reason of these Presents, or of his executing the same, or by reason of any thing herein contained, except on such as shall happen or be occasioned for or in relation to or by reason of any act, matter or thing by him done in breach of the Covenant herein before contained on the part of him the said Sir G. R. his Executors and Administrators. *In Witness, &c.*

Covenant to save harmless by reason of the assigning.

Partitions.

A Indenture of Partnership in Trade.

This Indenture made, &c. Between *A. B.* of, of the one part, and *C. D.* of, &c. of the other part Witnesseth, that the said *A. B.* and *C. D.* for the liking that they bear each to other, and for the special Trust and confidence which each of them hath and reposes in the other, and for the advancement of their Trade &c. and for their gaining of a Livelihood in the World are consenting and fully contented and agreed, and do these Presents Covenant, grant and agree each of them and with the other, and to and with each others Executors and Administrators, that they the said *A. B.* and *C. D.* and will be and continue Copartners together and Joynt-dealers in the Art and Mystery of, &c. and the making, selling and uttering of all sorts of, &c. and in buying and selling of all things thereunto incident and belonging to the, &c. day of, &c. next ensuing the date of these Presents until the end and term of five years from the next ensuing, and fully to be compleat and ended (if the said *A. B.* and *C. D.* shall and do so long live) the Copartnership or Joynt-trading to be kept and used in the Shop and Warehouse belonging to a Messuage or Tenement, &c. And for the better enabling them to manage the said Joynt-trade they the said parties to these Presents agreed with each other to make up and bring in together the Sum of 400 *l.* of, &c. that is to say the said *A. B.* do agree to bring into the said Stock the Sum of 200 *l.* and the said *C. D.* doth agree to bring and put into the said 200 *l.* And it is also agreed that the said Parties shall may bring and put into the said Joynt-stock or such further addition of Stock as they the said Parties

fit and convenient. And the said *A. B.* doth for himself, his Executors and Administrators Covenant and agree to and with the said *C. D.* his, &c. that he the said *A. B.* shall and will before the, &c. day of, &c. next ensuing the date hereof, bring and put into the said Joynt stock Trade the Sum of 200 *l.* as aforesaid, being his part or share of the said Joynt-stock.

like Covenant from C. D. to A. B.]

And the said *A. B.* and *C. D.* and each of them by and for himself his Executors and Administrators doth Covenant, promise, grant and agree to and with the other of them his Executors and Administrators by these Presents in manner and form following, (that is to say) That the said Parties and their several Executors and Administrators shall have a several Moiety or Right and Interest in the half-part in the Stock aforesaid, and the increase thereof, and for the residue of all increase and gains to be made or grow of or by the Stock or Joynt-trading each of the said Parties and their respective Executors and Administrators shall have Right and Interest to one Moiety or half part thereof and not otherwise.

That the said Joynt-stock of 400 *l.* and such further increase of Stock as they the said Parties shall think fit convenient to bring and put into the said Joynt-trade, the gain and increase thereof shall be from time to time during the said Copartnership used, continued and kept in the said Joynt-trade to and for the use and benefit of both the said Partners as is herein hereafter expressed, and shall not be taken out, used or employed for any other use, intent and purpose whatsoever.

Daily Allowance of 20 s. to each of them the said Parties for their particular Expences to be taken out of the Gains thereof.]

And further that they the said Parties shall at their charge provide and keep sufficient Books of Account Writing to be always remaining in the said Shop where they shall write down and enter or cause to be written down and entered the true Particulars and Values of such Goods, Wares and Merchandizes that shall be bought or sold, brought in, delivered, taken out or exchanged or touching the said Joynt-trade, and all such Sum or Sums of Money that shall be received or paid, and the Names of all Persons unto or of whom any such Goods, Wares or Moneys be paid or received, delivered or exchanged, that each of them the said Parties shall and may from time to time have free access and recourse unto the said Books of Accounts to read, peruse, examine and copy out the same at his free will and pleasure, but that no alteration or Rasure shall be made in the said Accounts after they are fairly written out without the knowledge and consent of each of the other. And further that they the said Partners shall once in every year during the said Copartnership, that is to say, in the Month of *March* before the *day* in the said Month cast up and finish a true, just and full Account in Writing of and concerning the said Joynt-trade; and of all Moneys, Debts, Wares, Goods and other Estates and Effects whatsoever which shall be due in the said Copartnership due and owing to or from the said Joynt-stock, and the Names and Particulars of the Debts, Duties, Wares and Goods, and shall subscribe their Names at the Foot of every such Account and Receipt. And moreover, that at the end and expiration of the said Copartnership and term of five years, or within one year next ensuing the said Parties being then living shall come and will in the said Shop settle and make a true and perfect Account as well for and concerning all the Dealings, Charges for and about the said Joynt-trade and Accounts of all such Moneys, Wares, Goods and Debts that shall be due, owing or appertaining to the said Joynt-stock and unto the said Parties by reason thereof, as of, and concerning all and every the Gains, Losses, Pro-

charges of or by the said Joynt-trade arising, growing,
 coming or sustained in such particular manner as it may
 appear what the true state of the same then shall be, and
 at proportion, and how much to each of them the said
 Parties shall be then due belonging or appertaining, and
 on finishing and stating the same immediately and with
 convenient speed then afterwards all and every Debt and
 sums of Money due by the said Joynt Accompt, or
 to them the said Parties by reason of the said Joynt trade,
 shall be duly satisfied, paid or discharged, and thereupon
 they shall also make a just and equal Partition and division be-
 tween them the said Parties of all the then residue and re-
 mainder of their said Joynt-stock and increase thereof,
 one Moiety or half-part thereof to the said A.B. to his
 own proper use, and the other Moiety or half-part thereof
 to the said C. D. to his own proper use, and upon and im-
 mediately after such division the said Parties shall give good
 security each to other that neither of them his Execu-
 tors or Administrators shall without the consent of the
 other of them release, compound or discharge any Debt
 or Duty which is or shall be assigned or allotted to the
 other of them respectively.
 It is further Covenanted and agreed
 between the said Partners, That if it shall happen
 that any of the said Copartners to die and depart this Natu-
 ral life during the time of the said Copartnership, or be-
 fore the Accompts thereof shall be finished and stated, that
 the Survivor of them shall make,
 up and yield, or cause to be made, given up and yield-
 ed to the Executors, Administrators, or Assigns of the
 deceased Partner a plain, true and just accompt of the
 Stock and Gains thereof then remaining, and thereof
 shall allot and allow to the said Executors or Administra-
 tors or Assigns of the said deceased Partner the Moiety or
 half-part of the said Stock and Increase, and that there-
 upon the said surviving Partner shall do his best endeavour
 to gather and call in all Debts abroad, and which were
 owing to the said Copartners, and after defalcation made

of so much either in Goods, Stock, Money, or otherwise as shall suffice to satisfy and pay the Debts which shall be then truly owing by them or either of them in respect of the said Trade and Joynt-dealing shall as said Debts or any part thereof be had and received make payment of one half-part thereof (necessary charge in suing and getting in the same being first deducted) to Executors, Administrators or Assigns of such of the Parties as shall first happen to decease.

And if it shall happen that the said Parties or either of them shall trust or deliver out upon credit any the Goods, Wares, Money or Wares belonging to the Joynt stock to any Person or Persons whom the other the said Parties shall warn and admonish not to trust, then and so often as he of the said Partners who shall trust and deliver out upon Credit, shall and will within three Months next ensuing, answer and satisfy unto the said Joynt-stock so much lawful Money as the Goods, Wares or Money so trusted or delivered out as aforesaid shall amount unto.

And it is further agreed that neither of the said Parties shall at any time or times during the said Copartnership become bound or Bail or Surety, or otherwise engage himself with or for any Person or Persons for any Debt, Duty, Matter or Thing not concerning the Copartnership without the license or consent of the other party first in writing under his hand in that behalf, nor shall at any time during the said Copartnership compound, release or discharge any Debt or Duty which shall be due or owing to the said Joynt-trade without such consent, and that the Joynt or Additional Stock aforesaid or any of the Gain or Increase thereof shall not any time during the said partnership be attached, seized or extended or taken in execution for or in respect of the private or particular Debts, Duty, or Duties of either of the said Parties concerning this Copartnership. And that neither of the said Parties shall at any time during the said Copartnership retain or keep any Servant or Apprentice to be employed

in the said Joynt-trade without the consent of other of them the said Parties first had and obtained under his hand that behalf.

And further the said Parties do Covenant, conclude and agree for them, their Executors and Administrators respectively that if at any time or times hereafter any Controversie or debate shall happen to arise or grow between them the said Parties for or touching the Premisses, or any thing therein contained or specified, that then and so often the said Parties their Executors and Administrators, and every of them shall shew and declare the cause of such Controversies, before any Suit at Law shall be commenced touching the same unto three Persons of the same Trade or Mystery wherein the said Parties have exercised or shall exercise their said Trade, whom they shall nominate, appoint and make choice of to hear and determine such Variances shall happen to arise between them, and shall stand to, abide, perform and keep all and every such Award, order, rule and judgment as in that behalf shall be set down by the said three Persons or the major part of them, so as they do order, judge and give up their Award thereupon in writing unto the said Parties subject thereunto within ten days next after such Reference as aforesaid made unto them. *In Witness, &c.*

Partnership.

Two Partners, they discontinue the Partnership, one indebted to the other in some Money, but the Books are mislaid, they agree mutually on a Balance and Releases given thereon.

This Indenture made the, &c. Between *A. B.* London Merchant, of the one part, and *C. D.* of London Merchant, of the other part: Whereas the said *A.* and *C. D.* did on or about the fourth day of April in the year of our Lord 1682, by writing under their hands enter into Partnership, and became Copartners together in the Trade of a Merchant for the term of eight years, and raised a competent Stock between them for carrying on such their Joynt-trade, and did by the said writing agree that in case either of them brought into the said Joynt-trade more Stock of Money than the other that the Partner advancing or bringing it in should for one Month thereof be paid and allowed Interest by the other after the Rate of 5 *l.* per Cent. or to the like effect, as by the said Articles or writing relation being thereunto had may more largely appear. And whereas the said *A. B.* did advance and bring into the said Stock more than the said *C. D.* by the value of the Sum of 2000 *l.* and he and the said *C. D.* did continue their said Copartnership for the said term of eight years, and for some time after, and in the year of our Lord 1672 discontinued and broke off their said Joynt-trade and Dealing and Dealings together without any last settling or stating of Accompts between them touching the said Copartnership, and the said *A. B.* did thereafter enter into Copartnership with one *C. P.* of London Merchant, and they continued a Joynt-trade and Dealing together for about the term of three years, in

time the said *A. B.* and *C. P.* (as the said *A. B.* affirms) did
 out of their Joynt-stock between them two pay off and
 satisfy some Debts and Moneys that became due from the
 Partnership between the said *A. B.* and *C. D.* all or part
 whereof the said *A. B.* alledgeth the said *C. D.* ought to
 have paid, and the said *A. B.* doth likewise alledge that the
 said *C. D.* is also indebted to him for the Interest of one
 equal Moiety or half-part of the said Sum of 2000 *l.* so ad-
 vanced by the said *A. B.* as aforesaid. And whereas the
 said *A. B.* and *C. D.* have accounted together the matters
 aforesaid, and their said Joynt-trade and Dealings together,
 but their Books having not been well kept and some of
 them being lost they find it impossible at this distance of
 time to make up any perfect or exact Accompt or Ballance
 between them, and therefore they have agreed to estimate
 and value whatsoever the said *C. D.* might be any ways in-
 debted to the said *A. B.* either upon Accompt of the said
 interest-money, or any other matter whatsoever to the said
 Joynt-stock or Partnership between the said *A. B.* and the
 said *C. P.* in any respect whatsoever at the Sum of 200 *l.*
 which is to be applied towards the satisfaction of the Debts
 contracted in the said Copartnership between the said *A. B.*
 and *C. P.* and further that the said Sum shall be taken and
 quiesced in, and the same is hereby declared and a-
 greed by the said *A. B.* and *C. D.* to be the Balance between
 them the said *A. B.* and *C. D.* as to the matters aforesaid
 and all other Dealings, Accompts, Matters and Demands
 between them. **Now this Indenture Witnesseth,** that
 in consideration of the said Ballance or Sum of 200 *l.* of
 lawful, &c. to the said *A. B.* now in hand paid by the said
C. D. the Receipt whereof the said *A. B.* doth by these Pre-
 sents acknowledge, the said *A. B.* hath remised, released, and
 for ever quit claimed, and by these Presents doth for him-
 self, his Heirs, Executors and Administrators remise, re-
 lease, and for ever quit claim unto the said *C. D.* his Heirs,
 Executors and Administrators all and every Sum and Sums
 of Money that have or hath accrued or become due to him
 the said *A. B.* by virtue of the said agreement or Copart-
 nership

nership aforesaid for the Interest of one equal Moiety or half-part of the said Sum of 2000 £. so advanced as aforesaid, and also all such Sum and Sums of Money which the said A. B. and C. P. or either of them have or hath paid for any Debts, or otherwise upon account of Partnership or Joynt-trade and Dealing between the said A. B. and C. P. and likewise all and all manner of Action and causes of Actions, Suits, Claims and Demands whatsoever both in Law and Equity, or otherwise howsoever which against the said C. D. he the said A. B. ever had or now hath either singly by himself or joyntly with the said C. P. or which the said A. B. his Heirs, Executors or Administrators shall or may have, claim, challenge or demand for or by reason or means of any matter, cause or thing whatsoever from the beginning of the World to the day of the date of these Presents. *In Witness, &c.*

Receipt of the 200 £. Endorsed for the use of my self and Partner P. per A. B.

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Revocations.

A Revocation of a Letter of Attorney.

TO all People to whom this present writing shall come. I T. H. of, &c. send Greeting : Whereas A B. of, &c. by one Obligation bearing date, &c. became bound unto me the said T. H. in the penal Sum of, &c. of Lawful Money of England, for payment of, &c. of like Money on, &c. as by the said Obligation and Condition thereof appeareth. And whereas I the said T. H. by my Letter of Attorney bearing date, &c. did Authorize and Impower W. O. of, &c. to receive the said Sum of, &c. due upon the said Obligation, as by the said Letter of Attorney may more at large appear. Now know ye, That I the said T. H. for divers good Causes and valuable considerations me hereunto especially moving, have revoked, called back, disannulled, countermanded, frustrated and repealed; and by these Presents do fully and utterly revoke, call back, disannul, countermand, frustrate and repeal all and every Authority, Power and Ability by me heretofore given, granted or committed to the said W. O. his Executors, Administrators or Assigns, or to any of them by the said Letter of Attorney, or otherwise, so that it shall not be lawful to the said W. O. his Executors, Administrators or Assigns, or any of them, or for any other Person or Persons by, from or under them, or any of them, to do, make, execute, deal or intermeddle in the Premises in the said Letter of Attorney, or in any part thereof, nor in any other my affairs and businesses. In Witness, &c.

A Revocation of a Letter of Attorney granted by Owners to two Persons ; and a Confirmation of Power to one of them.

Whereas We the Owners of the good Ship called &c. of the Burthen of, &c. whereof R. M. is Master, which have hereunder subscribed our Names, did heretofore by our Commission or Writing, or Letter of Attorney given unto the said R. M. and T. K. Purser of the said Ship, full Power and Authority for a certain Term therein mentioned, to dispose of the said Ship, by letting her to Freight by the Month or otherwise, unto and for our use and benefit, as they should think good ; And also to do and perform divers other things therein mentioned as by the same appeareth. **N**ow know all men by these Presents, That we the said Owners of the said Ship, for good Causes and Considerations us hereunto moving, Have revoked and repealed, and do hereby revoke, repeal, disannul and disallow all and every the Power, Warrant and Authority which was in and by the said recited Writing, Commission or Letter of Attorney granted to the said T. K. so that he the said T. K. shall not from henceforth deal or intermeddle with the disposing of the said Ship in any manner of wise : Neither shall by virtue of the said Commission or Warrant do any thing concerning the same. **N**ow know ye further, That we do hereby ratifie and confirm unto the said R. M. all and every the Power, Warrant and Authority to him in and by the said recited Commission or Warrant granted, or mentioned to be granted ; and do hereby give and grant unto the said R. M. full and sole Power and Authority that he the said R. M. shall or may solely by himself dispose of the said Ship, and do and perform all and every other Acts and Acts, Thing and Thing whatsoever in the said recited Writing or Commission mentioned, or touching or concerning the same, as fully and effectually

effectually, as we our selves might or could do in our own Persons: Holding and Allowing for Firm and Effectual, all and whatsoever the said R. M. his Substitutes or Assigns shall do or cause to be done in or about the Premises by virtue of the said Commission, or of these Presents, or of either of them. **In Witness** whereof we have caused two of these Writings to be made of one Tenour, and so both of them have set our Hands and Seals the, &c.

A Revocation of a Letter of Attorney, and a Confirmation of another, to receive certain Bills of Debts, and the Moneys thereupon due.

To all People to whom these Presents shall come, F. G. of, &c. sends Greeting: **Whereas** R. G. of, &c. in and by four several Bills of Debt, all of them bearing date, &c. stands bound unto me the said F. G. for payment of, &c. That is to say, of, &c. for each several Bill at certain several Days therein mentioned, for the receipt and recovery whereof the same Bills are now in the hands of R. G. of, &c. and of J. F. of, &c. or one of them, to whom I have heretofore granted Power and Authority to recover and receive the several Sums of Money in the said several Bills of Debt mentioned. **Now know ye,** That I the said F. G. for divers good Causes and Considerations me hereunto especially moving, do hereby revoke, disannul and disallow all Writings and Letters of Attorney heretofore made by me the said F. unto the said R. G. and J. F. or either of them, for or concerning the Premises, and all the Power, Authority and Warrant to them or either of them in that behalf granted: And have made, ordained, and in my stead and place put and constituted; and by these Presents do make, ordain, and in my stead and place put and constitute my loving Friend H. R. of, &c. my true and lawful Attorney and Assign, for me and in my name and to my

use to ask, demand, take, recover and receive by composition, Law or otherwise, of and from the said R. G. and J. F. and every of them severally, and from their several Executors and Administrators, and all others whom it doth or shall concern the said four Bills of Debt and every of them, or so many of them as are in the Hands or Custody of them or any of them; and after the Receipt of the same Bills of Debt or any of them for me and in my name, and to my use to ask, demand, levy, recover and receive by Composition, Law or otherwise, of and from the said R. G. his Executors or Administrators, all and every the same Sum and Sums of Money in them, and every or any of them mentioned or contained: and I give and by these Presents grant unto my said Attorney, all my full Power and Lawful Authority concerning the Premises to the said R. G. J. F. and R. G. and every or any of them severally and respectively as the case shall require, and all and every other Person and Persons whatsoever whom it doth, shall or may concern, and every of them, their and every of their Executors, Administrators and Goods if need shall be, to Sue, Arrest, Attach, Condemn and Imprison, and out of Prison to deliver, and the Pleas, Plaints and Process of the Law to Sue and cause to be prosecuted, and to Compound and Agree at their pleasure for and touching the Premises; and upon any receipt or agreement their Acquittance or any other Discharges in my name to make, Seal and Deliver, and one or more Attorneys under them to Substitute and Appoint, and the same at their pleasure to Revoke and Countermand; And further in my name to Do, Execute, Prosecute, Conclude and Finish, all and every lawful and reasonable Act and Acts, Thing and Things in the Law whatsoever needful and requisite to be done in and about the Premises, in as large and ample manner and form to all Intent and Purposes, as I my self could do being Personally present; Holding, Confirming and Allowing all and whatsoever my said Attorneys or any of them jointly, or any two of them severally shall lawfully do or cause to be done in and about the Execution of the Premises by virtue of these Presents. *In Witness, &c.*

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Renunciation of the right of Administration.

K Now all men by these Presents, That I *Mary Hill* of the City of *Bristol* Spinster, one of the Sisters of *Fabian Hill* late of *Jamaica* Merchant, deceased; for good considerations me hereunto moving do hereby renounce to take upon me the Administration of the Goods and Charters of the said Deceased, to the end that the same may be granted and limited to *Prudence Tyson* of the said City Widow, Eldest Sister of the said *Fabian Hill*; and I do hereby constitute and appoint *Mr. Alexander Dyer*, *Mr. John* [unclear], and *Mr. Robert Pirry*, Publick Notaries and Proctors of the Archies Court of *Canterbury* joyntly or severally to exhibit this my Renunciation, and cause the same to be admitted and Enacted, and to do any other act or thing that shall be requisite in this behalf.

Witness my Hand and Seal this 25th day of *January*, 1669.

Mary Hill.

Trust.

Trust.

A Grant and Release of a Trust as to Land purchased, and Assignment of a Recognizance of Statute that was acknowledged to the Trustee by the Vender.

THIS Indenture made, &c. Between *A. B.* of, &c. of the one part, and *E. H.* of, &c. of the other part: Whereas by one Indenture bearing date the, &c. now last past before the date hereof made or mentioned to be made by *A. A.* of *M* in, &c. of the one part and the said *A. B.* of the other part, it is witnessed that the said *A. B.* for and in consideration of the Sum of 1000 *l.* paid by the said *A. B.* to the said *A. A.* hath bargained, sold, given, granted, enfeoffed and confirmed unto the said *A. B.* his Heirs and Assigns for ever, All that the Mannor of, &c. together with all Deeds, Evidences, &c. all and singular which said Mannor, &c. are situate, &c. and at the time of the Sealing of the said Indenture or late before were the Tenures, &c. as by the said Indenture relation being thereunto had it may more fully and at large appear.

Now this Indenture witnesseth, that the said *A. B.* doth hereby acknowledge that his name was used in the said Conveyance by the special nomination and appointment of the said *E. H.* and in Trust for him and that 500 *l.* already paid unto the said *A. A.* for the purchase thereof was the proper Money of the said *E. H.* and the residue of the said 1000 *l.* is to be paid by him the said *E. H.* and therefore pursuant of the Trust in him the said *A. B.* reposed in the said *E. H.* he the said *A. B.* hath granted, remised, released and confirmed, and by these Presents doth grant, remise, release and confirm unto the said *E. H.* his Heirs and Assigns

Assigns, All and singular the said Mannor, &c. and Premises before mentioned, and all other the Lands, Tenements and Hereditaments whatsoever which in and by the said recited Indenture were granted and conveyed to him the said *A. B.* of all which Premises the said *E. H.* is now in full and actual Possession by virtue of a Bargain and Sale to him thereof made by the said *A. B.* for the term of one year from the day of, &c. as by Indenture bearing date the day next before the day of the date hereof may appear. And the said *A. B.* doth further by these Presents (for the consideration aforesaid) grant, remise, release and confirm unto the said *E. H.* his Heirs and Assigns the Reversion and Reversions, Remainder and Remainders of all and singular the Premises, and of every part and parcel thereof, and the Rents, Services and Profits thereto incident and belonging. And also all the Estate, Right, Title, Interest, Possession, benefit, property, trust, claim and demand whatsoever of him the said *A. B.* of, in and to the said Premises, and every part and parcel thereof, **To have** and to hold the said Mannor, &c. and all and singular other the Premises hereby granted and mentioned to be enjoyed with their and every of their Appurtenances unto the said *E. H.* his Heirs and Assigns for ever, to the only proper use and behoof of the said *E. H.* his Heirs and Assigns for ever, and to none other use, intent and purpose whatsoever.

And the said *A. B.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them doth covenant, promise and grant to and with the said *E. H.* his Heirs and Assigns by these Presents, That he the said *A. B.* hath not done nor willingly and wittingly suffered to be done any act or thing whatsoever whereby the said Mannor, Messuages, Lands and Premises, or any of them are or may be impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever.

And whereas the said *A. A.* by one Recognizance or writing Obligatory in the nature of a Statute-Merchant taken and acknowledged before, &c. did become bound

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Writing

to the said *A. B.* in the Sum of 2000 *l.* payable as in and by the said Writing Obligatory or Recognizance made in the nature of a Statute-Merchant as aforesaid, bearing date the, &c. relation being thereunto had it may more at large appear, the said *A. B.* doth hereby acknowledge that the name of him the said *A. B.* was made use of therein only in Trust for the said *E. H.* Now this Indenture farther **Witnesseth**, that the said *A. B.* hath assigned and set over and as far as in him lyeth doth by these Presents assign and set over unto the said *E. H.* his Executors, Administrators and Assigns the said recited Writing Obligatory and Recognizance or Sum of Money therein contained, and all the Estate, Right, Title, benefit, advantage, claim and demand whatsoever which he the said *A. B.* hath or ought to have of, in and to the same. And the said *A. B.* doth make, ordain, appoint, and in his place and stead put the said *E. H.* his true and lawful Attorney irrevocable for and in the name of him the said *A. B.* but for the only use of the said *E. H.* to extend and cause to be extended by virtue of or upon the said Recognizance or Writing Obligatory any Lands or Tenements whatsoever which were of the said *A. B.* either at the time of his acknowledging or entering into the said Writing Obligatory or Recognizance or at any time after, and all or any other Lands, Tenements, Hereditaments, Goods or Chattels which are or may be any way subject or lyable to be extended by virtue of or upon the said Recognizance or Writing Obligatory and to do and procure to be done all and every act and acts by virtue of a Writ of *Liberari Facias*, or otherwise as shall or may be necessary or expedient for the executing or perfecting any such extent or extents. And the said *A. B.* for himself, his Executors and Administrators doth Covenant, grant and agree to and with the said *E. H.* his Executors and Administrators by these Presents that the said *A. B.* his Executors and Administrators shall and will from time to time and at all times hereafter quietly permit and suffer the said *E. H.* his Executors, Administrators or Assigns, in the name of the said *A. B.* his Executors

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Administrators to extend and cause to be extended any
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or may be subject or lyable to such extent. And that
and whatsoever Sum and Sums of Money that he the
E. H. his Executors, Administrators and Assigns shall or
fully may get in, obtain or receive by virtue or means
any Extent or Execution, or of any Composition or
otherwise upon or by force of the said Recognizance or
Writing Obligatory, he the said E. H. his Executors and
Administrators shall and may for ever retain and enjoy the
to his or their own use or benefit without any
point or demand thereof, and therefore by or from the
A. B. his Executors or Administrators. And that the
A. B. his Executors and Administrators shall and will
time to time and at all times from and after such time
any Lands, Tenements or Hereditaments shall happen
be extended or taken in Extent upon the said Recog-
nizance or Writing Obligatory, or by virtue thereof, or
any Process that shall issue, go out, or be made there-
in at the reasonable request, Costs, Charges in the Law
the said E. H. his Executors or Administrators, or some
of them make, do, acknowledge and execute all and every
lawful and reasonable act and acts, devise and devises,
warrantances and assurances for the granting, assigning and set-
ting over unto the said E. H. his Executors, Administrators
or Assigns, or to any other Person and Persons such as the
E. H. shall nominate or appoint, and his and their Exe-
cutors and Assigns all such Lands, Tenements and Heredi-
taments as shall so happen to be extended or taken in Ex-
tent, **To have and to hold** the same during the contin-
uance of such Extent and Extents. And farther that he the
A. B. hath not released or discharged the said Recogni-
zance or Writing Obligatory. And that he the said A. B.
his Executors or Administrators, or any of them shall not
any time hereafter release or discharge the said Recogni-
zance or Writing Obligatory, or do, or willingly or wil-
lingly suffer any act, matter or thing whereby or by means

whereof the same shall or may become frustrate or void without the consent of the said E. H. his Executors or Administrators, unless he or they shall be by the Order or Decree of some Court of Justice or other Authority compelled thereto.

A Bargain and Sale with the Assignment of Lands extended upon a Recognizance acknowledged before the Lord Chief Justice of the Common Pleas with a recital of the Sheriffs Proceedings

This Indenture made between T. S. of, &c. of one part, and J. W. of, &c. of the other part, Whereas J. W. late Father of the said J. the, &c. day of June in the, &c. year of the Reign, &c. before Sir Knight, Lord Chief Justice of the Court of Common Pleas Westminster did acknowledge himself to owe unto the T. S. the Sum of 600 l. which to the said T. he ought have paid in the Feast of, &c. then next ensuing, was not paid at the said Feast, and whereas thereupon Writ of Extent was in due form of Law directed to the Sheriff of the County of B. among other things to enquire by the Oaths of good and lawful Men of the County of what Lands and Tenements the said J. W. was seised at the time of the acknowledgment of the said Debt, and the Annual value of the same, and to seise the same into the Queens Majesty's hands that the same might be delivered to the said T. S. until he should be satisfied of the said Debt according to the form of the Statute in that behalf made and provided, by vertue of which Writ of Extent the Sheriff of the said County of N. did take possession of the said Lands and Tenements by the assistance of Twelve good and lawful Men of the said County, more that the said J. W. the said, &c. day of, &c. year of her said Majesty's Reign was seised in his own right of Fee of and in the Mannor of, &c. in, &c.

and in two Messuages, &c. as, &c. of the yearly value
&c. above all Reprises late in the Occupation of, &c.
all which Mannors, Lands, &c. the said Sheriff of the
said County of N. did seise into the hands of the Queens
Majesty as by the said Writ of Extent he was commanded.
thence which time the Sheriff of the said County of N.
by force of a Writ of *Liberate* to him directed hath deliv-
ered all and singular the said Mannors, &c. to the said
T. S. to hold to him and his Assigns as his Freehold until
he shall be satisfied his said Debt, together with his Dam-
ages and Expences reasonably sustained. By force and virtue
whereof the said T. S. now standeth possessed of the said
Mannors, &c. in form aforesaid; and so being possessed,
Now these Presents do *Witness*, That the said T. S. in
consideration of the Sum of, &c. Pounds, &c. to him in
and paid by the said J. W. before the Ensealing and deliv-
er of these Presents doth fully and absolutely bargain and
sell, assign and set over unto the said J. W. his Executors,
Administrators and Assigns, All his Estate, Right, Title,
Interest and Demand, of, in and to all and singular the Man-
ners, &c. aforesaid, **To have and to hold** unto the said
J. W. and his Assigns as his Freehold in as large and ample
manner as the said T. S. hath or ought to have and enjoy
the same. *In Witness, &c.*

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Releases.

Releases.

A General Release of a Copartnership.

K Now all men by these Presents, That D. F. &c. in pursuance of an Award and Umpirage J. E. of L. chosen Umpire by S. F. and J. H. Arbitrators the ending all differences between the said P. L. of, &c. submitted, and referred to be ended by the Conditions of reciprocal Obligations of the Penalty of, &c. apiece; by the said D. and the said P. severally and respectively entered into, each unto other, both of them bearing date the last past before the date hereof, Have remised, released and quite claimed, and by these Presents do remise, release, and for ever quite claim, unto the said P. L. all and all manner of Actions, or causes of Actions, Suits, Debts, Duties, Accounts, Bills, Bonds, Specialties, Reckonings, Summes of Money, Strifes, Variances, and Controversies between me the said D. F. and J. L. late of, &c. Deceased, late Partner of the one part, and the said P. L. of the other part, for and concerning all such matters and things which were acted and done between me the said J. L. and the said P. L. upon the Account of the Copartnership between them, until the, &c. last past, but not for any particular Accounts, Matter or Things depending between the said J. L. and P. L. Witness my Hand and Seal the, &c.

A Release of Money received.

K Now all men by these Presences, That I J. G. of &c. have received and had back the day of the date hereof, and at and before the Ensealing and delivery hereof, and from my Son-in-law R. H. the younger Son and Heir apparent

apparent of R. H. the Elder the, &c. of lawful Money of England, being the, &c. mentioned and agreed to be paid back unto me the said J. G. immediately after the Marriage had and Solemnized between the said R. the younger and his now Wife, for the use and behoof of the said R. H. the younger, and of the said E. in and by certain Articles of Agreement Tripartite, bearing date, &c. made between the said R. H. the Elder of the first part, the said R. H. the younger of the second part, and me the said J. G. and the said E. by the name of E. G. Eldest Daughter of me, the said J. G. of the third part, and therefore of and from the same so by my received as aforesaid I do clearly Acquit, Exonerate and Discharge the said R. H. the younger, his Executors and Administrators, and every of them for ever, by these Presents. *In Witness, &c.*

A General Release.

K Now all men by these Presents, That I J. C. of, &c. Have remised, released and for ever quite Claimed, and Discharged; and by these Presents do Remise, Release and for ever quite Claim and Discharge unto J. G. of, &c. Executor of the Last Will and Testament of the said T. S. all and all manner of Actions, Cause and Causes of Actions, Suits, Debts, Bonds, Bills, Specialties, Accounts, Reckonings, Differences, Legacies, Gifts, Bequests, Claims and Demands, which against the said J. G. as Executor as aforesaid, I the said J. C. in the right of my said Wife or either of us ever had, now have, or in time to come can, shall or may have, Demand or claim, out of the Estate of the said T. S. deceased, for any Matter, Cause or Thing whatsoever, by force, means or virtue of the said Last Wills and Testaments or by any other Law or Custom, or otherwise howsoever, from the beginning of the World until the day of the Date hereof to her due for or concerning, my share in right of my said Wife of a Debt or about, &c. owing to the Estate of the said T. S. deceased,

by one *W. B.* of, &c. and some small remains of my part yet unsatisfied of Assurance-moneys grown due upon our assurance of the Ship *W.* at *Legorn* which was lost. In Witness, &c.

A Release and Discharge of a Marriage Portion,

K Now all men by these Presents, That I *R. H.* the younger, Son and Heir apparent of *R. H.* the Elder of, &c. have received and had the day of the date hereof and at, and before the Ensealing, and delivery of these Presents of and from my Father-in-law *J. G.* of, &c. the Sum of, &c. of Lawful Money of *England*, being the, &c. mentioned by the said *J. G.* to be paid or satisfied unto me on the day of my Marriage had and Solemnized with *E. G.* Eldest Daughter of the said *J. G.* my now Wife for her Marriage-Portion in and by certain Articles of Agreement Tripartite Indented, bearing date the, &c. made between the said *R. H.* the Elder of the first part and me the said *R. H.* the younger of the second part and the said *J. G.* and *E. G.* Eldest Daughter of the said *J. G.* of the third part, and therefore of and from the said Sum of, &c. so by me received as aforesaid, I the said *R. H.* the younger do clearly Acquit, Exonerate and Discharge the said *J. G.* his Executors and Administrators and every of them for ever by these Presents. Witness my Hand and Seal hereunto put dated the, &c.

A Release for a Legacy.

K Now all men by these Presents, That I E. H. of, &c. one of the Executors named in the Last Will and Testament of C. H. late of A. aforesaid my late Husband Deceased, have received, and had the day of the date hereof, and at and before the Ensealing and delivery of these Presents of and from J. M. of, &c. the Sum of, &c. of Lawful Money of England, which was due and owing by and from the said J. M. unto the said C. H. in his life-time, and which is mentioned to be given unto me, in and by the said Last Will and Testament in the words hereafter next following (That is to say) Item, I give and bequeath more to the said E. the Sum of 1000 l. which is now in the Hands of J. M. of, &c. And therefore of and from the said Sum of, &c. so unto me given, and bequeathed, so by me now received as aforesaid, and of, for and from all Actions and Demands, concerning the same I do clearly Acquit, Exonerate and Discharge the said J. M. his Executors and Administrators, and every of them for ever by these Presents. In Witness, &c.

A General Release.

K Now all men by these Presents, That we S. P. the Elder of, &c. and G. E. of, &c. ~~Have~~ remised, released and quit claimed, and by these Presents, do for us and either of us, our and either of our Executors and Administrators, remise, release and for ever quit claim unto E. B. of, &c. his Executors and Administrators, all and a manner of Actions, Suits, Debts, Accounts, Sum and Sums of Money, Contracts, Agreements, Bonds, Bills, Specialties, Judgments, Executions, Controversies, Differences, Claims and Demands whatsoever, which against the said E. B. we the said S. P. and G. W. or either of us ever had, now have, or in time to come shall, or may have, for or by reason of any Matter, Cause or Thing whatsoever from the beginning of the World until the day of the date hereof. *In Witness, &c.*

A Release of a Bond Casually lost.

K Now all men by these Presents, That ~~whereas~~ J. H. of, &c. by one Obligation bearing date on or about, &c. became bound unto E. M. of, &c. in the Sum of, &c. of Lawful Money of *England* Conditioned for payment of, &c. of like Money. And ~~whereas~~ the said J. H. and one P. B. Have satisfied and paid unto the said E. M. the Sum of, &c. the receipt whereof he the said E. doth hereby acknowledge, and for that the said released Obligation is casually lost, and by that means cannot be delivered to them the said J. and P. to be Cancelled as the same ought to be. Therefore he the said E. hath remised, released, quite claimed, and discharged, and by these Presents doth for himself, his Executors and Administrators, and every of them for ever, as well of a

from the said recited Obligation and Condition and Sums of Money in them severally mentioned: as of and from all and every other Obligations and Bonds wherein the said J. P. stand bound unto him the said E. for payment of the said several Sum and Sums of Money whatsoever, and of and from all Actions, Suits, Troubles, Damages and Demands whatsoever touching or concerning the same. *In Witness, &c.*

A General Release from an Administrator.

K Now all men by these Presents, That I C. G. of, &c. Administrator of all and singular the Goods, Chattels, Rights and Credits of D. G. late of, &c. Deceased, Have remised, released, and for ever quit claimed and discharged; And by these Presents do for me, my Executors and Administrators, remise, release, and for ever quit claim and discharge unto J. D. of, &c. his Executors and Assigns, all and all manner of Action and Actions, Cause and Causes of Action and Actions, Suits, Debts, Accounts, Reckonings, Forfeitures, Trespasses, Condemnations, Judgments, Executions, Claims and Demands whatsoever, which against the said J. D. he the said D. in his life-time, and I the said C. G. since his Decease, or either of us ever had, now have, or in time to come can, shall or may have, for or by reason of any Matter, Cause or Thing whatsoever, from the beginning of the World, until the day of the date hereof. *In Witness,*

A Release in part of Performance of an Award.

K Now all men by these Presents, That I W. W. of, &c. in part of Performance of an Award bearing date, &c. made and given up by S. T. for and concerning some Differences lately being or depending between J. S. of, &c. of the one part, and me the said W. W. of the other part, and according to the true intent and meaning of the said Award Indented, **Have** remised, released, and quit claimed, and by these Presents do for me, mine Executors and Administrators remise, release and for ever quit claim and discharge, all and all manner of Actions, Cause and Causes of Actions, Suits, Debts, Accounts, Reckonings, Forfeitures, Trespasses, Condemnations, Judgments, Claims and Demands whatsoever, which against the said J. S. ever had, now have, or which in time to come shall, or may have, from the beginning of the World until the day of the date hereof. *In Witness, &c.*

A Release of an Annuity.

K Now all men by these Present, That I H. H. of, &c. Executor of the Last Will and Testament of A. B. late of, &c. Widow deceased, in Consideration of the Sum of &c. secur'd to be paid, **Have** remised, released, and for ever quit claimed and discharged; and by these Presents remise, release, and for ever quit claim and discharge unto W. R. of, &c. and J. M. of, &c. Gent. their and every of their Heirs, Executors, Administrators and Assigns, and all manner of Actions, Suits, Quarrels, Debts, Due Annuities, Rents Charge, Arrearages of Rents Charge and Demands whatsoever, which the said A. in her lifetime, or I the said H. since her decease, ever had, now have, or which I, mine Executors or Administrators at any time hereafter may have against the said R. W. or J. M. or either

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of them, their or either of their Heirs, Executors or Administrators, for or by reason of one Writing or Deed of Annuity or yearly Rent-charge of, &c. bearing date the, &c. made between M. of, &c. of the one part, and the said A. by the name of A. F. of L. Widow, of the other part, or for any matter, cause or thing whatsoever had, moved, strived, being or depending, from the beginning of the World until the day of the date of these Presents, In Witness, &c.

A General Release from an Executor with an Exception.

K Now all men by these Presents, That I S. M. of, &c. Executor of the Last Will and Testament of P. M. late of, &c. Widow deceased, have remised, released, and for ever quit claimed and discharged; and by these Presents do remise, release and ever quit claim and discharge unto C. T. of L. Esq; all and all manner of Actions and Causes of Actions, Suits, Debts, Bonds, Bills, Specialties, Accouns, Reckonings, Differences, Legacies, Gifts, Bequests, Claims and Demands, which against the said C. as Executor to T. T. his Father the said P. in her lifetime, or I the said S. M. since her Decease as her Executor ever had, now have, or in time to come, shall or may have, for any matter, cause or thing whatsoever, concerning the Estate of the said T. Deceased, other than or except the Sum of, &c. and the Interest thereof owing by the Chamber of L. by Bond, taken in the name of the said T. T. In Witness, &c.

A General Release from an Heir to an Executor.

K Now all men by these Presents, That we A. S. of, &c. Widow, Relict of H. S. of, &c. deceased, and H. S. of, &c. Gent. Son of the said H. S. for divers good Causes and Considerations us hereunto moving, have remised, released and quit claimed and discharged; and by these Presents do, and either of us doth for our selves, our Executors and Administrators remise, release, and for ever quit claim unto G. L. of, &c. Executor of the Last Will and Testament of the said H. S. his Executors and Administrators, all and all manner of Action and Actions, Cause and Causes of Action and Actions, Suits, Debts, Accounts, Reckonings, Legacies, Bequests, Sum and Sums of Money, claims and demands whatsoever, which against the said G. L. we or either of us ever had, now have, or in time to come can, shall or may have, claim or demand, for, touching or concerning the Personal Estate of the said H. S. or the Rents of the Lands, Tenements or Hereditaments late of H. S. or by force or virtue of the Last Will and Testament aforesaid, or of any other matter, cause or thing whatsoever, from the beginning of the World until the day of the date of these Presents. In Witness, &c.

A Release to one that was Authorized to receive Rents.

Now all men by these Presents, That I E. R. of, &c. Have remised, released, and for ever quit claimed and discharged; and by these Presents do remise, release, and for ever quit claim and discharge unto B. of, &c. his Executors and Administrators all and all manner of Action and Actions, Cause and Causes of Action and Actions, Suits, Debts, Accounts, Claims and Demands whatsoever, which against the said T. B. ever I had, or by reason of any Rents, or Arrearages of Rents, and Sums of Money, by the said T. B. heretofore received to any use, or for, or by reason of any matter, cause or thing whatsoever, from the beginning of the world, until the day of the date of these Presents. *In Witness*, &c.

A short Release of a Mortgage.

Now all men by these Presents, That we J. A. of, &c. J. L. of, &c. for divers good and valuable causes and Considerations us hereunto moving, Have remised, released, and for ever quit claimed and discharged; and by these Presents do, for us, our Heirs, Executors and Administrators, remise, release, and for ever quit claim and discharge unto W. F. of, &c. in full and peaceable Possession and Seisin now being, and to his Heirs for ever, all and every of our Estate, Right, Title, Interest, Inheritance, Claim and Demand whatsoever, which we the said J. A. T. F. and J. L. or any of us, our or any of our Heirs now have, or hereafter can, shall or may have or Claim of, or to all those Lands, Tenements and Hereditaments now being and being in, &c. with their Appurtenances, which heretofore Mortgaged or conveyed to us and our Heirs

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on or about the Month of, &c. which was in the year, &c. for the Security of payment unto us of the Sum of, &c. of Lawful Money of *England*, with Interest for the same of and for which Money and Interest we do acknowledge to have received full satisfaction of and from the said *W.F.* To have and to hold the said Lands and Tenements with the Appurtenances unto the said *W.F.* his Heirs and Assigns for ever; so that neither we the said *J. A.* *J.F.* and *J. L.* nor any of us, our nor any of our Heirs or Assigns shall or may at any time or times have, Claim or Demand any Estate, Right, Title or Interest of, into or out of the Premises or any part thereof, but shall or may be therefrom and therefrom utterly barred and excluded for ever by the Presents. *In Witness, &c.*

A Release of Errors, and from all Actions, &c.

K Now all men by these Presents, That I *J. F.* &c. Have remised, released and quit claimed; and by these Presents do for me, mine Heirs, Executors and Administrators, remise, release, and for ever quit claim unto *J. C.* of, &c. as well all and all manner of Error and Errors, Misprisions, Cause and Causes of Error and Error and Erronious proceedings whatsoever, beings, or which shall or may be found or assigned in any Writ or Writ Record or Records of, or in the prosecuting, entering, pursuing of any Action or Suit, Process, Judgment or execution whatsoever heretofore Prosecuted, Persued, had taken against me the said *J. F.* at the Suit of the said *R.* in the Queens Majesty's Court of *Common-Pleas* at *Westminster*, as also all manner of Actions, Suits and Demands whatsoever, from the beginning of the World until the day of the date of these Presents. *In Witness, &c.*

A Release of Errors in a Judgment in Ejectment.

K Now all men by these Presents, That I *A. B.* of, &c. have remised, released and quit claimed, and for me, my Heirs, Executors and Administrators, remise, release, and for ever quit claim unto *C. D.* all and all manner of Error and Errors, and Erronious proceedings, Mistakes, Misentries, Non-entries or defects whatsoever had, made, committed, done or omitted, neglected or not done in and about one Judgment, or in the entry thereof obtained against me in the Court of, &c. at *Westminster*, as of Hilary Term now present wherein the said *C. D.* hath recovered against me the said *A. B.* the possession of one Messuage, &c. with the Appurtenances in *B.* in the County of, &c. In Witness, &c.

A Release from an Heir and his Mother to his Father's Executors.

K Now all men by these Presents, That we *A. S.* of, &c. Widow, Relict of *H. S.* of, &c. deceased, and *H. S.* of, &c. Gent. for divers good Causes and Considerations us hereunto moving; have remised, released, and for ever quit claimed; and by these Presents do, and therof us doth for our selves, our Executors and Administrators, remise, release, and for quit claim unto *G. L.* citizen, &c. Executor of the Last Will and Testament of the said *H. S.* his Executors and Administrators, all and all manner of Actions, Causes of Actions, Suits, Debts, Receivings, Legacies, Bequests, Sum and Sums of Money, Claims and Demands whatsoever, which against the said *G. L.* we or either of us ever had, now have, or in time

to come can, shall or may have, claim and demand, for, touching or concerning the Personal Estate of the said H.S. or the Rents and Profits of the Lands, Tenements or Hereditaments, late of the said H. S. or by force or virtue of the Last Will and Testament aforesaid, or of any other matter, cause or thing whatsoever, from the beginning of the World, until the day of the date hereof. *In Witness* &c.

A General Release upon Arbitration.

K Now all men by these Presents, That I A. B. have remised, released and quit claimed, and by these Presents do for me, mine Heirs, Executors and Administrators, and for every of us, remise, release, and for ever quit Claim unto E. F. all and all manner of Action and Actions, and Causes of Actions, Suits, Debts, Bonds, Bills, Specialties, Accounts, Reckonings, Differences, Claims and Demands whatsoever, which against the said E. F. ever I had, now have, or in time to come can, shall or may have, for any matter, cause or thing whatsoever, from the beginning of the World, until the day of the date hereof. *In Witness*, &c.

If it be a General Release upon Arbitration, then insert this Clause under.

Had, made, moved, stirred or depending in Suit, Quarrel or Question, between them the said A. B. and E. F. from the beginning of the World until the day of the date hereof. *In Witness*, &c.

A Release from D. D. to her Tenant where the Lease cannot be found to be delivered up.

K Now all men by these Presents, That I D. D. of, &c. Executor of the Last Will and Testament of, &c. deceased, ~~have~~ remised, released and quit Claimed, and by these Presents do remise, release, and for ever quit Claim unto R. M. of B. in the County of, &c. Esq; Executor of the Last Will and Testament of his late Father R. M. deceased, all such Rent and Arrearages of Rent as are due or payable unto me for the Farm, called, &c. in the County of, &c. and all Covenants for reparations, and other Covenants and Agreements, touching the said Farms contained and mentioned in one pair of Indentures of Lease heretofore made of the said Farm by the said R. D. unto the said R. M. deceased for a Term of years, which ended at Michaelmas last past; and I the said D. D. do hereby promise and agree to deliver or cause to be delivered up to the said R. M. party to these presents, the Counter-part of the said Lease to be Cancelled, so soon as the same shall be found; he the said R. M. delivering up the other part of the said Lease unto the said D. D. And further, That I the said D. D. my Executors and Administrators, shall and will at all times hereafter save and keep harmless and indemnifie the said R. M. the Son, his Executors and Administrators, of and from all the Covenants and Agreements contained and mentioned in the said Indenture of Lease to be paid, kept and performed, and of and from all Actions, Suits, Troubles and Damages concerning the same. *In Witness,*

A Release in Performance of an Award.

K Now all men by these Presents, That I *A. B.* of
 &c. in pursuance of an Award and Umpirage of
J. T. of, &c. chosen Umpire by *S. F.* and *J. B.* of
 &c. Arbitrators for the ending all differences between me
 and *P. L.* of, &c. submitted and referred to be ended by
 the Conditions of reciprocal Obligations of the penalty
 of, &c. apiece by me the said *A. B.* and the said *P.* severally
 and respectively. entred into each unto the other
 both of them bearing date the, &c. last past before the
 date hereof, ~~Have~~ remised, released, and for ever quit
 Claimed, and by these Presents do remise, release, and for
 ever quit Claim unto the said *P. L.* all and all manner of
 Actions and Causes of Actions, Suits, Debts, Duties,
 Bonds, Bills, Specialties, Accounts, Reckonings, Sum and
 Sums of Money, Strifes, Variances and Controversies be-
 tween me the said *A. B.* and *J. L.* late of, &c. deceased,
 the one part; and *P. L.* of the other part, for and concern-
 ing all such matters and things which were acted and
 done between me the said *A. B.* and the said *P. L.* upon
 the Account of the Copartnership between me and the
 said *J. L.* until the, &c. last past. But not for any Partic-
 ular Account, matter or thing depending between the said
 Parties. *In Witness, &c.*

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A Release of Errors in a Judgment in the Queens-Bench or Common-Pleas.

K Now all men by these Presents, That I A. B. of, &c. Have remised, released and quit claimed, and by these Presents do remise, release and for ever quit Claim unto H. F. and T. S. of, &c. and each of them, their and each of their Executors and Administrators and every of them, all and all manner of Error and Errors, Writ and Writs of Error and Errors, and all benefit and Advantages thereof; and all Misprisions of Errors, Defects and Imperfections whatsoever had, made, committed, done or suffered in, about, touching or concerning one Judgment obtained against me in Her Majesties Court of Kings-Bench at Westminster by the said H. F. and T. S. or one of them, as of Hilary Term now Present, for one Hundred Pound Debts, besides Costs of Suit, in, about, touching or concerning any Warrant, Process, Declaration, Plea or Entry, or other Proceedings whatsoever of, or in any way concerning the same. *In Witness, &c.*

A Release for an Apprentice.

To all to whom this Present Writing shall come, I J. S. of, &c. send Greeting. Whereas J. B. Son of J. B. of, &c. by Indenture bearing date the, &c. Anno Domini 1670, did put himself Apprentice to W. W. of, &c. for the Term of, &c. from the date of the said Indenture, as may thereby appear. And Whereas the said A. B. upon the, &c. did with the consent of his Master turn himself over unto the said J. H. to serve with him for and during the residue of the said Term, as by an Indorsement on the back-side of the said Indenture may appear. Now know ye, That I the said J. H. for divers good Causes and

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Considerations me hereunto moving, Have at the earnest request and desire of the said *A. B.* remised, released, and for ever quit Claimed and charged; and by these Presents do remise, release, and for ever quit Claim and discharge unto the said *A. B.* all the now rest and residue of the said Term of Seven Years mentioned in the said Indenture, and all further and other Service and Claim whatsoever which doth and shall belong to me, or which I shall or may claim and demand of and from the said *A. B.* or which he ought to perform to me either by virtue of the said Indenture, or of his being turned over to me as aforesaid, or by the Custom of *London*, or otherwise howsoever. In Witness, &c.

A Receipt for Money lent upon a Bill of Sale.

June the 3d. 1679.

R Ecetved then by me *A. W.* of, &c. of and from *J. M.* of, &c. the Sum of, &c. of Lawful Money of *England*, being the Consideration Money mentioned to be paid by him under the name of several Accounts specified in and by one Writing or Bill of Sale bearing date, &c. made by and from him the said *J. M.* of the one part, and me the said *A. W.* of the other part; for which said Sum of, &c. I do acknowledge to be fully satisfied, contented and paid. Witness my Hand and Seal hereunto put the day and year above written.

A Receipt for Purchase Money.

RECeived the, &c. day of, &c. by us J. D. Senior of, &c. and J. D. Junior of, &c. of and from J. H. of, &c. the Sum of, &c. of Lawful Money of *England*, which said Sum of, &c. is the Consideration Money mentioned and expressed to be paid to us or one of us by the said J. H. in and by one Indenture or Deed Indented of Release bearing date with these Presents, made between us the said J. H. the Elder, and J. D. the younger, of the one part; and the said J. H. of the other part; and it is in full of, and for all Moneys mentioned or intended to be paid by the said J. H. to us, or either of us, for the purchase of the Premises herein mentioned; and therefore we do, and either of us doth release, acquit and discharge the said J. H. his Executors and Administrators, and every of them, of and from the said Sum of, &c. and every part thereof for ever by these Presents. *Witness* our Hands and Seals the day and year above written, and in the year of the Reign of the Queen, &c.

A Receipt for Money lent upon Mortgage.

RECeived the, &c. by us W. W. of, &c. and R. A. of, &c. of and from C. C. of, &c. the Sums of Money hereafter expressed, *viz.* by me the said W. W. the Sum of, &c. of Lawful Money of *England*, and by me R. A. the Sum of, &c. of like Money, being the several Consideration Money mentioned and expressed to be paid to us by the said C. C. in and by one Indenture or Deed Indented of Mortgage Tripartite of the date hereof, made between me the said R. A. of the first part, the said W. W. of the second part, and the said C. C. of, &c. of the third part. And therefore we do release, acquit, Exonerate and Discharge

the said C. C. his Executors and Administrators, and every of them, of and from the said several Sums of, &c. and, &c. aforementioned, and of every part and parcel thereof, from henceforth for ever by these Presents. In Witness whereof we have hereunto set our hands and Seals the year of, &c. the Reign of the, &c.

A Release of Lands.

To all People to whom this Present writing shall come, *T. L.* of, &c. and *A.* his Wife one of the Daughters and Coheirs of *J. S.* late of, &c. Deceased, and *J. S.* of, &c. and *M.* his Wife one other of the Daughters and Coheirs of the said *J. S.* Deceased, send Greeting. Know ye, That the said *T. L.* and *A.* his Wife, and *J. S.* and *M.* his Wife, for divers good Causes and Considerations them hereunto moving; have remised, released, and altogether of, and from them and their several and respective Heirs for ever quit Claimed unto *R. H.* of, &c. (in his full and peaceable possession and Seisin being) and to his Heirs and Assigns for ever, all and singular the Right, State, Title, Interest, Use, Possession, Reversion, Claim and Demand whatsoever, which they the said *T. R.* and *A.* his Wife, and *J. S.* and *A.* his Wife, or either or any of them ever had, have, or which hereafter they or any of them or their or any of their Heirs can or may claim to have, of, and in all those Messuages, Lands and Tenements, with their and every of their Appurtenances situate, lying and being in the Parish of, &c. and other Premises thereunto adjoining in the County of, &c. now or late in the Tenure or Occupation of *R. O.* and as the same were heretofore let by Lease unto the said *R. O.* by the aforesaid *J. S.* in his life-time (which said Messuages, Lands and Tenements and Premises, with their and every of their Appurtenances, were heretofore given unto the said *R. H.* by him the said *J. S.* in his life-time, in Marriage with *E.* one other of the Daughters and Coheirs of the said *J. S.*

or to, of, or in any part or parcel of the Premisses, or any of them, so that neither T. L. and A. his Wife, J. S. nor M. his Wife, nor either, nor any of them, nor their, nor either, nor any of their Heirs, nor Assigns any Right, Estate, Title, Interest, Use, Possession, Reversion, Claim and Demand of, or in the Premisses, nor any part thereof, at any time hereafter can or may Claim, Challenge or require, but of and from all Action and Actions of Right, Estate, Title, Interest and Demand thereunto, or to any part thereof to be had, they and every of them, and their and every of their Heirs, be altogether barred and excluded by these Presents. And the said T. L. and A. his Wife, and their Heirs, all and singular the aforesaid Premisses, with their and every of their Appurtenances, unto the said R. H. and his Heirs and Assigns against them the said T. L. and A. his Wife, and the Heirs of the said T. L. shall and will Warrant and defend for ever by these Presents: and the said J. S. and M. his Wife, and their Heirs, all and singular the aforesaid Premisses, with their and every of their Appurtenances unto the said R. R. and his Heirs and Assigns, against them the said J. S. and M. his Wife, and the Heirs of the said M. shall and will Warrant and for ever defend by these Presents. *In Witness, &c.*

A

A Release of a Legacy.

To all People to whom this Present writing shall come, R. H. of, &c. and M. his Wife, one of the Daughters and Coheirs of J. S. late of, &c. J. S. of, &c. and M. his Wife, one other of the Daughters and Coheirs of the said J. S. deceased, send Greeting. Whereas the said J. S. deceased by his Last Will and Testament Narrative, hath given and bequeathed unto E. M. T. J. and A. the five Children of T. L. of &c. aforesaid, and A. his Wife, one other of the Daughters and Coheirs of the said J. S. deceased, the Sum of &c. of Lawful money of England, to be raised and paid out of the Messuages, Lands and Tenements of him the said J. S. situated, lying and being in the Parish of, &c. late in the Tenure or Occupation of J. M. Now know ye, That the said R. H. and E. his Wife, and J. S. and M. his Wife, do hereby assent and consent to the said Legacies so as aforesaid given to the said Children by the said J. S. their Grandfather by his said Last Will and Testament to be raised and paid out of the Messuages, Lands and Tenements aforesaid: and have released and for ever quit claimed; and by these Presents do severally and respectively remise, release, and for ever quit claim unto the said T. L. and A. his Wife, and their said Children all the Right, Title, Interest, Claim and Demand whatsoever which the said R. H. and E. his Wife, and J. S. and M. his Wife, or either or any of them, or their or any of their Heirs, Executors or Administrators, or any of them jointly or severally, may, might or could have, Challenge or Claim of, into, or out of the said Legacies so given and bequeathed as aforesaid, or of, for, or concerning any share or proportion thereof, or of any part thereof. *In Witness*
&c.

A Release Pursuant to an Award.

K Now all men by these Presents, That we Sir J. R. of, &c. and T. P. of, &c. in pursuance of an Award of J. R. and T. V. of, &c. in writing Indented under their Hands and Seals, bearing date the, &c. Have released, released, and quit claimed, and by these Presents do release, release, and quit claim unto T. H. of, &c. Administrators of us, and either of us, our and either of our Heirs, Executors and Administrators, and for every of us, remise, and for ever quit claim unto T. H. of, &c. Administrators of all and singular the Goods, Chattles, Rights and Credits of, &c. in the parts beyond the Seas, Merchants deceased; and all manner of Action and Actions, and Cause and Causes of Action and Actions, Suits, Debts, Bonds, Bills, specialties, Accounts, Reckonings Differences, Claims and Demands whatsoever, which against the said A. B. in his life time, or the said T. H. his Administrator since his Death, we the said Sir J. R. and T. P. or either of us ever had, now have, or in time to come can, shall or may have, for any matter, cause or thing whatsoever, from the beginning of the World, until the, &c. last past before the date of these presents. *In Witness, &c.*

Warrants

Warrants of Attorney.

A Warrant of Attorney to Confess Judgment upon Bond.

To *H. D.* and *A. B.* and *C. D.* Attorneys of
Her Majesties Court of *Queens-Bench* at *West-*
minster, or to any of them, or any other
Attorney of the same Court.

Whereas I *A. B.* of, &c. by an Obligation of the date
hereof stand bound unto *C. D.* of, &c. in the Pe-
nal Sum of, &c. of Lawful Money of *England*, for pay-
ment of, &c. of like Money on the, &c. next ensuing the
date of the same Obligation, as may thereby appear. These
are therefore for the better security and more sure pay-
ment of the said Sum of, &c. on the day of payment afore-
said, according to the Condition of the said recited Obliga-
tion, to request and authorize you the said Attornies, or
any one of you, or any other Attorney of the said Court
of *Queens Bench*, to appear for me the said *A. B.* at the Sum-
mon a

the said C. D. in an Action of Debt of, &c. upon the said obligation, and to receive his Declaration, and to confess the same by *Non sum informatus, nihil dicit*, or otherwise; and thereupon to suffer Judgment to be had and entered against me on Record in the said Court for the said Debt, with stay of Execution until default shall be made in payment of the said Sum of, &c. or of some part thereof, contrary to the Condition of the said Obligation. And for your so doing, this shall be your and every of your lawful and sufficient Warrant and Discharge. Given under my Hand and Seal the, &c. *Anno Domini, &c. Annoq; Regni Caroli Secundi Angliæ, &c. Tricesimo.*

*Another Warrant of Attorney with
some Alteration.*

To B. A. C. E. and G. E. Attorneys of Her Majesties Court of *Common-Pleas at Westminster*, or to any of them, or to any other Attorney of the same Court.

Whereas I A. B. of, &c. by an Obligation of the date hereof stand bound unto C. D. of, &c. in the penal Sum of, &c. of Lawful Money of *England*, conditioned for payment of, &c. of like Money on the, &c. next ensuing the date of the same Obligation, as may thereby appear; These are therefore to Request and Authorize you the said Attornies, or any one of you, or any other Attorney of the same Court, to appear therein for me the said A. B. at the Suit of the said C. D. in an Action of Debt of, &c. upon the said Obligation, and to receive his Declaration and to confess the same by *Non sum informatus, nihil dicit*, or otherwise, and thereupon to suffer Judgment to be had

had and entred against me on Record in the same Court with stay of Execution until default shall be made in payment of the said Sum of, &c. or some part thereof, contrary to the Condition of the said Obligation; and for your so doing this shall be your and every of your lawful and sufficient Warrant and Discharge. Given under my Hand and Seal the, &c. *Anno Dom. 1715.* and in the, &c.

A Warrant of Attorney to enter Judgment in Ejectment.

Whereas, &c. These are therefore to Authorize and Impower you the said Attornies, or any other Attorney in Her Majesties Court of *Queens-Bench* at *Westminster*, to appear for me the said *A. B.* in the said Court, and there to receive his Declaration in an Action of Trespass and Ejectment, at the Suit of the said *J. P. Gent.* the Plaintiff, for the Recovery of the said Messuages and Lands in the County of, &c. by the certainties and descriptions of two Messuages 225 Acres of Land, and 100 Acres of Pasture with the Appurtenances in, &c. as aforesaid, and to confess Judgment upon the said Declaration, or thereupon to suffer default so as Judgment may be thereupon entred in the said Court, with stay of Execution until default be made in payment of the said Sum of, &c. mentioned and expressed in, &c. to be paid, according to a Proviso or Condition therein contained, And for your so doing, this shall be your, or any of your lawful and sufficient Warrant and Discharge. Given under my Hand and Seal the, &c. and in the, &c.

*A Warrant of Attorney to Confess
Judgment in the Exchequer.*

To *A. B. C. D.* and *E. F.* Attornies in the Of-
fice of Pleas in Her Majesties Court of Ex-
chequer, or any of them,

These are to require and Authorize you or any of you,
to appear for me *P. D.* of, &c. in the said Court of
Exchequer-Chamber, at the Suit of *J. W.* of, &c. in *Michaelmas*
Term now next ensuing, and to Confess a Judg-
ment, against me unto him for the Sum of, &c. besides,
Costs of Suit, by *Non sum informatus, nihil dicit*, or other-
wise; And for your or any of your so doing, this shall be
your sufficient Warrant and Discharge. Given under my
Hand and Seal the, &c.

*A Warrant from the Marshal to
Discharge a Prisoner.*

To *A. B.* Esq; Marshal of the Court of
Queens-Bench.

Whereas you have in your Custody the Body of
C. D. Esq; charged with an Action at my Suit.
I these are to certify, That the said *C. D.* and my self
agreed; And I do hereby desire and authorize you to
set liberty out of your Custody the Body of the said
C. D.

C. D. notwithstanding any Action or Actions, Executions or Executions, Judgment or Judgments, Cause or Causes of Action and Actions, or other things whatsoever at my Suit. And in your so doing, this shall be your Warrant and Discharge. And I do hereby desire you to acknowledge satisfaction on Record of the several Judgments obtained against the said C. D. &c. by you, which have been assigned, and release him of all Actions, Debts and Demands whatsoever at my Suit. *In Witness, &c.*

A Warrant of Attorney to acknowledge Satisfaction upon Record.

VVhereas I A. B. in Hilary Term in the Twentieth year of his now Majesties Reign, obtained a Judgment in His Majesties Court of Kings-Bench at Westminster against D. F. Esq; as Heir to Sir D. F. Knight deceased, for One thousand Pounds; These are therefore to desire and authorize you to acknowledge satisfaction on Record upon the said Judgment. And this shall be your sufficient Warrant and Discharge. *In Witness, &c.*

Another Warrant of Attorney in B. R.

To Mr. A. B. and Mr. C. D. Attorneys of His Majesties Court of Queens-Bench at Westminster, or to either of them, or to any other Attorney of the same Court.

These are to Authorize you or any of you, to appear and File Bail in the same Court for me A. B. &c. At the Suit of L. C. &c. and receive a Declaration in

Action of Debt at his Suit for 100 l. Debt, and confess the said Action and plead thereunto, so that a Judgment may be entred against me for the same. And this shall be your sufficient Warrant therefore Witness my Hand and Seal, &c.

A Warrant of Attorney to appear to a Suit, and put in a Common Bail.

MR. A. B. or any other Attorney of the Court of Queens-Bench at *Westminster*; I Pray you or any of you to appear for me G. S. at the Suit of S. S. and put into the same Court for me at his Suit a Common Bail; And this shall be your sufficient Warrant for doing thereof. And I do hereby Covenant and Promise to save you harmless, for so doing the same. Witness my Hand and Seal
day of, &c.

A Warrant to Confess Judgment in the Kings-Bench.

To Mr. A. B. Mr. C. D. and Mr. E. F. Attorneys of Her Majesties Court of Queens-Bench at *Westminster*, or to any of them, or to any other Attorney of the same Court.

THese are to desire and Authorize you or any one of you, or any other Attorney of the said Court of Queens-Bench to, appear for me E. F. &c. in the same Court, at the Suit of J. R. Gent. one of the Attornys thereof, and File a Common Bail for me in the same Court at his
O o Suit,

Warrants of Attorney.

Suit, and confess unto him for me a Judgment for 150 l. Debt, besides Costs of Suit, by saying, *Non sum informatus, nihil dicit*, or otherwise; And this shall be your or any of your lawful and sufficient Warrant for the doing thereof. And I do hereby Covenant and Promise to save you or any of you harmless for the doing thereof. *In Witness, &c.*

Note, Common Bail is filed in the Queens-Bench, and appearance entered in the Common-Pleas.

A Warrant to Confess several Judgments against four Persons.

To Mr. A. B. and Mr. C. D. &c.

THese are to desire you or any of you, or any other Attorney of the said Court of Queens-Bench, at any time or times after default shall be made of, or in payment of the Sum of, &c. or of any part thereof, on the day made at the place of payment therefore limited in and by a Condition mentioned, to appear for us who are therein bound L. T. R. L. F. L. and C. and every or any of us in the same Court, to any Action or Actions to be there brought or commenced against us or any of us, at the Session of T. K. of, &c. and to file Common Bail in the same Court for us and every of us respectively, and to confess several Judgments unto him the said T. K. against us and every or any of us respectively, for 600 l. Debt besides Costs of Suit, by *Non sum informatus, nihil dicit*, or otherwise; And this shall be your or any of your sufficient Warrant and Discharge for so doing. And we and every of us do Covenant and Promise for us and every of us respectively, to save you and every of you harmless for doing the same. *In Witness, &c.*

*A Warrant of Attorney to confess Judgment
for a Debt due upon Bond.*

To Mr. A. B. C. D. and E. F. Attorneys of Her
Majesties Court of, &c. or to any of them,
or any other Attorney of the same Court.

Whereas I J. M. of, &c. by one Obligation bear-
ing date the, &c. did become bound unto R. L.
&c. in the Sum or penalty of, &c. of Lawful Money
of England, with Condition thereupon Indorsed for pay-
ment unto the said R. L. the Sum of, &c. on the, &c.
as by the said Obligation and Condition thereof
may appear: which said Sum of, &c. was not paid
the day of payment thereof in the said Condition limi-
ed. **Now** therefore these are to Authorize and appoint
you or any of you, or any other Attorney of the said
Court of Common-Pleas at *Westminster*, to appear for me
in an Action of Debt that shall be commenced against me
by the said Bond against me, and thereupon to confess a
Judgment either by *Non sum informatus nihil dicit*, or other-
wise, as you or any of you shall think fitting for the Sum
of, &c. And this shall be a sufficient Warrant to you, or
either or any of you in that behalf. *In Witness* whereof I
have hereunto put my Hand and Seal the, &c.

*A Warrant of Attorney for the Confessing
of a Judgment.*

To Mr. *M. A.* and Mr. *C. A.* and Mr. *C. D.*
Attorneys of Her Majesties Court of Com-
mon-Pleas at *Westminster*, or to any of them,
or to any other Attorney of the same
Court.

THese are to Authorize and appoint you or any of you,
or any other Attorney of the said Court of Com-
mon-Pleas, to appear for me *R. K.* of, &c. in an Affi-
on of Debt brought or to be brought against me in
the said Court at the Suit of *J. L. Gent.* one of the
Attorneys of the Court aforesaid, and to confess Judg-
ment thereupon this Present *Michaelmas* Term against
me the said *R. R.* for Three Hundred and Twenty Five
Pounds Debt, besides Costs of Suit; and this shall be
your Sufficient Warrant for so doing. *In Witness* whereof
I have hereunto set my Hand and Seal the, &c.

A Warrant to acknowledge Satisfaction.

To Mr. A. B. &c.

W *Hereas* I have in *Hillary* Term in the First Year of Her now Majesties Reign in Her Majesties Court of Common-Pleas at *Westminster*, obtained a Judgment against *I. T. Esq;* for Nine Hundred threescore and five Pounds Debt, and Threescore Pounds Costs of Suit, as by the Records of the same Court, relation being thereunto respectively had may more at large appear. Now I do hereby Desire and Authorize you the said Attorney or any one of you, or any other Attorney of the said Court of Common-Pleas at *Westminster*, for me and in my name or otherwise to acknowledge satisfaction of Record upon the said Judgment; And this shall be your and every or any one of your Lawful and sufficient Warrant and Discharge for the doing herein: Given under my Hand and Seal the, &c. *Anno Dom. &c.*

Another to confess Judgment.

To Mr. A. B. Mr. C. D. and Mr. E. F. Attorneys of Her Majesties Court of Common-Pleas at *Westminster*, or to any of them, or any other Attorney of the same Court.

WHEREAS I J. P. am now Prisoner in, &c. upon an Execution for Money by me owing to C. now Married to M. B. for which I have Compounded for three and twenty Pounds to be paid them at several days agreed upon: Now for my enlargement I have agreed to Confess an Action to be brought against me by Original Writ for, &c. Pounds double, wherein I intreat and appoint you to appear for me, and Confess the same, or plead thereunto *Non sum informatus, nihil Dicit*, or otherwise, so that Judgment may be entred thereupon in Her Majesties Court of Common-Pleas at *Westminster*: And this shall be your sufficient Warrant and Discharge in this behalf. *In Witness* whereof I have hereunto set my Hand and Seal the, &c.

Wills.

Wills.

The Form of a Codicill.

WHereas I *Mary Finch* of *London* Widow have made declared and published my Last Will and Testament in Writing bearing date the 20th day of *May*, *Anno Dom. 1701.* wherein I have made mention of a Codicill intended by me to be thereunto annexed. Now I the said *Mary Finch* do by this present Codicill to my said Last Will and Testament annexed, confirm and ratifie my said Last Will and Testament. And I do further give and devise unto, &c.

And my Will and meaning is this Codicill or Schedule be and shall be adjudged and taken to be part and Parcel of my Last Will and Testament, and that all things herein contained and mentioned be faithfully and truly performed as fully and amply in every respect as if the same were so declared and set down in my said Last Will and Testament. In Witness whereof I have hereunto set my Hand and Seal the
day of _____ in the year of our Lord

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